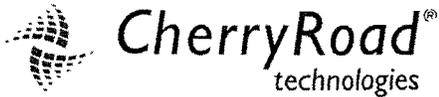


CITY CLERK
ORIGINAL

C-8670
10/22/2013



THIS AGREEMENT made the 22 day of October, 2013, by and between the City of Glendale, Arizona having its principal offices at Glendale, Arizona, hereinafter referred to as "CLIENT," and CherryRoad Technologies Inc., a Florida corporation, authorized to do business in the State of Arizona with offices located at 301 Gibraltar Drive, Suite 2C, Morris Plains, NJ 07950, hereinafter referred to as "CONSULTANT" in the following manner:

WITNESSETH:

WHEREAS, the CLIENT is desirous of entering into an agreement with CONSULTANT for work requested by the CLIENT; and

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

- 1. Scope of Services; Term of Agreement:** The Statement of Work, attached as Exhibit A and incorporated as part of this Agreement, shall define the scope of services for this engagement. Both parties agree to fully cooperate with each other in the performance of the services and to meet the obligations assigned to each party in Exhibit A. Each party shall be responsible for the acts and omissions of its own employees and agents. All services to be performed by both parties identified in Exhibit A must be completed within two (2) years of the date of this Agreement unless otherwise mutually agreed by the parties in writing.
- 2. Payment Terms:** This is a fixed price contract. A schedule of progress payments has been defined based on the pricing outlined in Exhibit A to this Agreement, which is the Statement of Work. Exhibit A explicitly supersedes any prior quote or negotiations between the parties including any pricing and payment schedules referenced in CONSULTANT's original proposal. CONSULTANT will invoice CLIENT as identified in Exhibit A. CLIENT agrees to remit payment for properly submitted invoices within thirty (30) days of receipt of an invoice, unless CLIENT disputes in good faith any invoice. Any disputes shall be submitted to resolution pursuant to the dispute resolution process in Exhibit B. The total cost of the work described in this Agreement will not exceed Seven Hundred Forty Seven Thousand Nine Hundred Sixty Dollars (\$747,960). The parties acknowledge and agree that the total cost described in the preceding sentence includes money for contingencies that may arise during the course of the project, and that the actual total cost may be less than the total cost described in the preceding sentence.
- 3. Order of Precedence:** If there is a conflict between the provisions of this Agreement, and the Statement of Work, the provision(s) of this Agreement shall prevail.
- 4. Work Stoppage:** In the event CLIENT fails to pay CONSULTANT for work successfully completed in accordance with the terms of this Agreement, or if CLIENT fails to meet its obligations identified in Exhibit A of this Agreement CONSULTANT may temporarily cease any and all work under this Agreement ("Work Stoppage"), provided CONSULTANT gives CLIENT at least thirty (30) calendar-days-notice and CLIENT fails to cure within such thirty

(30) calendar days and any disputes related to this agreement are submitted to resolution pursuant to the dispute resolution process in Exhibit B. In such event, if the period of time for such Work Stoppage is more than thirty (30) calendar days, CONSULTANT shall have the right to terminate the Agreement. In the event CLIENT cures by making full payment after the Work Stoppage and/or demonstrates to CONSULTANT's satisfaction its ability to meet its obligations prior to any termination, CONSULTANT will return to work within a reasonable time, but in no event more than thirty (30) calendar days thereafter.

In the event the matter is resolved either between the parties or through dispute resolution in accordance with Exhibit B of this Agreement and CONSULTANT agrees to return to work hereunder, then CONSULTANT shall have no liability for any changes, modifications or alterations made during the Work Stoppage by non-CONSULTANT employees or subcontractors to the work previously performed prior to the Work Stoppage, unless such liability is addressed in writing as part of the Dispute Resolution process.

- 5. Warranty:** For a period of three months from the date of Final Acceptance of each module, described in Exhibit A, CONSULTANT warrants that: (A) ALL WORK PERFORMED IN CONNECTION WITH THIS AGREEMENT SHALL BE PERFORMED IN A COMPETENT, PROFESSIONAL AND WORKMANLIKE MANNER, AND SHALL BE OF INDUSTRY STANDARD OR BETTER QUALITY; (B) ALL WORK PERFORMED SHALL COMPLY WITH APPLICABLE LAWS; AND (C) ALL WORK PERFORMED SHALL BE PROVIDED IN ACCORDANCE WITH AND SHALL CONFORM IN ALL MATERIAL RESPECTS TO ANY SPECIFICATIONS AND REQUIREMENTS SET FORTH IN THIS AGREEMENT.

THE ABOVE IS CONSULTANT'S SOLE AND EXCLUSIVE WARRANTY. CONSULTANT AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE CONSULTANT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

6. Indemnification:

CONSULTANT shall indemnify, defend, save and hold harmless the CLIENT and its officers, elected officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONSULTANT or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such CONSULTANT to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is agreed that CONSULTANT will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, CONSULTANT agrees to waive all rights of subrogation against the CLIENT, its officers, elected officials, agents, and employees for losses arising from the work performed by CONSULTANT for the CLIENT.

CLIENT shall fully cooperate with CONSULTANT in the course of any such defense, including, without cost, providing resources, information and individuals deemed reasonably necessary by CONSULTANT to effectively defend any such action. CLIENT agrees not to intentionally interfere or otherwise undermine any defense, negotiations or settlement conducted by CONSULTANT to resolve any such matter.

7. Termination: This Agreement may be terminated upon the following events:

Termination by Mutual Agreement. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

Termination Without Cause. CLIENT shall have the right to terminate this Agreement without cause by providing CONSULTANT with thirty (30) calendar days' written notice via certified mail, return receipt requested or via hand delivery with proof of delivery. CLIENT will be responsible only for those services which have been delivered and accepted prior to termination. If the items are unique and not saleable or useable for any other application, the CLIENT will reimburse the CONSULTANT for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the CLIENT after costs are claimed and allowed and payment has been made to CONSULTANT.

Termination for Cause. In the event of a material breach, either party may provide the other party with written notice of the material breach, with such sufficient detail so the party can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately.

In case of Termination for Cause, the CLIENT may, by written notice repurchase from another source and may recover the reasonable excess costs by a deduction from an unpaid balance due or through any other remedies as provided by law.

Termination for Lack of Funds CONSULTANT and the CLIENT recognize that the continuation of any contract after the close of any given fiscal year of the CLIENT, which ends on June 30, shall be subject to the approval of the budget of the CLIENT providing the contract item is an expenditure therein. The CLIENT does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

Upon termination of this Agreement for any reason, including expiration, CONSULTANT shall place no further orders nor enter into subcontracts for materials or services unless it is necessary in accordance with agreed upon wind-down disentanglement procedures. In accordance with the terms of this Agreement, CONSULTANT and CLIENT shall satisfy all of their debts and obligations arising under this Agreement or during the term of this Agreement. Moneys due and owing CONSULTANT pursuant to the terms of this Agreement shall be deemed a continuing obligation, surviving termination of this Agreement. CONSULTANT shall not be obligated to provide CLIENT all or any services, or any support therefore or satisfy any other obligations hereunder until and unless all moneys due and owing pursuant to the terms of this Agreement are fully paid or unless otherwise agreed upon in writing by the parties.

Neither the expected termination nor the expiration of this Agreement shall relieve CONSULTANT, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the effective date of termination. Notwithstanding the above, until and unless moneys due and owing pursuant to the terms of this Agreement are fully paid or unless otherwise agreed upon in writing by the parties, CONSULTANT shall not be obligated to provide any further services at or after the effective date of the termination or expiration of this Agreement.

In the event of Termination by Mutual Agreement, Termination Without Cause by CLIENT, Termination for Cause by CONSULTANT, or Termination for Lack of Funds, CLIENT shall pay for services performed by CONSULTANT prior to termination. Upon payment for such services, CLIENT shall be entitled to all completed services and any work product associated with any uncompleted services. Such services shall be paid on a time and materials basis at the rates listed in this Agreement.

In the event of any termination, CLIENT and CONSULTANT shall mutually agree upon "wind-down" disentanglement procedures to include, without limitation, the scope, staffing and costs required by such procedures. CONSULTANT shall, upon receipt of termination notice, unless otherwise directed by the CLIENT: (i) take such action as may be necessary for the protection and preservation of the CLIENT's materials and property; (ii) shall act in good faith to mitigate costs to CLIENT; and (iii) take no action which will increase the amounts payable by the CLIENT under this Agreement.

Notwithstanding any other provisions of this Agreement, the provisions regarding insurance, indemnification, confidentiality, limitation of liability, non-solicitation shall survive the termination or expiration of this Agreement. In addition, any and all money due and owing CONSULTANT pursuant to the terms of this Agreement shall be deemed a continuing obligation, surviving termination of this Agreement.

8. **Insurance:** CONSULTANT is performing as an independent contractor hereunder. CONSULTANT shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the CLIENT shall have no responsibility of liability for such insurance coverage.

CONSULTANT shall provide to the CLIENT a copy of all insurance policies it has in effect during the term of this contract, including a General Liability Insurance policy, automobile, professional malpractice and errors and omissions policies. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the CLIENT as an additional insured and shall be primary and non-contributory coverage. The CLIENT shall also be an additional insured to the full limits of the liability insurance purchased by the CONSULTANT even if those limits are in excess of those required by this contract.**

The CLIENT reserves the right to terminate this Agreement pursuant to Section 7 if the CONSULTANT fails to maintain such insurance coverage.

CONSULTANT must provide certification of insurance compliance within ten (10) calendar days after the date of this Agreement. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the CLIENT.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	\$1,000,000
Personal and Advertising	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations	\$1,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim	\$1,000,000
Policy Aggregate	\$2,000,000

CONSULTANT shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. CONSULTANT shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

CONSULTANT further agrees that it shall require any and all subcontractors performing work under the Agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the CONSULTANT, or any of his subcontractors, shall be considered the employees of such CONSULTANT, or his subcontractor(s), and not the employees of the CLIENT.

- 9. Subcontractors:** Performance of any work required under this Agreement, or any portion thereof, shall not be sub-contracted by CONSULTANT without the prior written approval of the Materials Manager, which approval shall not be unreasonably withheld. No such approval will be construed as making the CLIENT a party to such sub-contract, or subjecting the CLIENT to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve CONSULTANT of any liability and obligation under this Agreement and, despite any such subcontracting, the CLIENT shall deal through CONSULTANT. Sub-contractors will be dealt with as workmen and representatives of the CONSULTANT.
- 10. Records to be kept by CONSULTANT:** CONSULTANT will maintain all records created in the course of CONSULTANT's work for CLIENT for a minimum of one (1) year following the CLIENT's final acceptance of the work as described in Paragraph 11.5.2 of the Statement of Work attached as Exhibit A. CONSULTANT will open such records to inspection and audit during normal business hours by the CLIENT upon CLIENT's reasonable request. CONSULTANT may only dispose of such records thirty (30) days after notifying CLIENT of its intent to dispose of such records, and will in lieu of disposal of the records, CONSULTANT will provide all such records to CLIENT upon CLIENT's request.
- 11. Force Majeure:** Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, but not limited to: acts of God; accident, labor disputes; and governmental and judicial action not the fault of the party causing such failure or delay in performance. Upon receipt of notice of failure or delay in performance caused by the foregoing, performance time shall be considered extended for a period of time equivalent to the time lost as a result of any such force majeure, within reasonable limits. If either party is unable to continue to perform for a period of greater than thirty (30) calendar days from the date such notice was issued, then either party may terminate this Agreement.
- 12. CONSULTANT'S Staff:** If for any reason CLIENT believes an assigned resource is not suited for the CLIENT or project, CLIENT reserves the right to request replacement. Any change of assignment or responsibility for employees identified as key personnel in this project are subject to prior notification and approval by the CLIENT, which approval shall not be unreasonably withheld.

At the reasonable request of CLIENT, CONSULTANT shall remove from the project any assigned employee or subcontractor, provided CONSULTANT does not consider such removal to impede its ability to meet its performance obligations under this Agreement. Upon receiving CLIENT's request to remove an assigned employee or subcontractor from the project, CONSULTANT shall immediately notify CLIENT if there is an objection to the removal on the grounds that it may impede CONSULTANT's ability to perform. CLIENT may insist on such removal; however any such removal over the objection of CONSULTANT shall result in a thirty (30) day extension to CONSULTANT's critical delivery dates as defined in this Agreement.

CLIENT shall not otherwise disrupt or interfere with CONSULTANT's management of its staff in the course of performing under this Agreement. CONSULTANT shall not be responsible for the removal of any assigned employee or subcontractor for reasons beyond its reasonable control.

CONSULTANT agrees that it will at all times employ, maintain and assign a sufficient number of competent and qualified professionals and other personnel CONSULTANT deems necessary to meet the progress schedule set forth herein.

13. Non-Disclosure: During the term of this Agreement, CLIENT will have access to and become acquainted with CONSULTANT's written and oral confidential and proprietary Information. Such information shall not be disclosed by CLIENT to any third party without the prior written consent of CONSULTANT, or as required by law, including the Arizona Public Records Act, subject to compliance with the procedure set forth in this Section.

During the term of this Agreement, CONSULTANT will have access to and become acquainted with CLIENT's written and oral confidential and proprietary Information. Such information shall not be disclosed by CONSULTANT to any third party without the prior written consent of CLIENT, or as required by law, subject to compliance with the procedure set forth in this Section.

The following information shall not be considered confidential and proprietary information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which is now or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's confidential and proprietary information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's confidential and proprietary information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

The parties acknowledge that a breach of the provisions of this Section will result in immediate irreparable harm to the aggrieved party, and the aggrieved party may be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.

14. Non-Discrimination: CONSULTANT agrees that it will not discriminate against any person(s) because of age, race, color, creed, religion, disability, national origin, citizenship or sex.

15. Notice: Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in this Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

CLIENT:

Contract Administrator
Attn: Steve Szymanski
Accounting Department
5850 W Glendale Ave.
Glendale, AZ 85301

With a copy to:
Glendale City Attorney's Office
5850 W. Glendale Ave.
Suite 450
Glendale, AZ 85301

CONSULTANT:

CherryRoad Technologies Inc.
301 Gibraltar Drive, Suite 2C
Morris Plains, NJ 07950
Attn: Barbara M. Robinson
Phone: (973) 541-4212
Fax: (973) 541-2545

16. Waiver or Modification of Agreement:

- a) Any and all changes and modifications to the terms and conditions of this Agreement, including the exhibits, shall be by written agreement signed by both parties.
- b) No waiver by either party of any default, breach or condition precedent, shall be construed as a continuing waiver of any provision of this Agreement nor as a waiver of any other default, breach, condition precedent, or any other right hereunder.

17. Governing Law: The validity, performance and enforcement of this Agreement shall be governed by and be construed in accordance with the laws of the State of Arizona without regard to the conflicts of law rules thereof. Maricopa County, Arizona shall have exclusive jurisdiction and venue over the parties with respect to any dispute arising under this Agreement. By signing this Agreement, each party consents to personal jurisdiction in Maricopa County, Arizona and agrees to not raise any defense to same.

18. Non-Solicitation of Employees: CONSULTANT and CLIENT agree that neither party shall directly or indirectly solicit for employment any employee of the other party. This clause shall remain in effect during the term of this Agreement and for a period of one year after the termination of this Agreement, unless prior written consent of the other party is first obtained.

19. Independent Contractor Status: CLIENT expressly acknowledges that CONSULTANT is an "independent contractor", and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing CLIENT to exercise control or direction over the manner or method by which CONSULTANT or its subcontractor performs hereunder. CLIENT shall neither have nor exercise any control or direction over the methods by which the CONSULTANT shall perform its work and functions other than as provided in this Agreement. No party shall have the authority to bind the other or otherwise incur liability on behalf of each other.

20. Change Orders: Changes in scope to the work contained in Exhibit A will be dealt with on a time and materials basis using rates consistent with the roles identified in Exhibit A and will result in the issuance of a Change Order by CLIENT. CONSULTANT shall not be

obligated to provide the work required by the change in the Statement of Work until such time as the Change Order is agreed to in writing by both CONSULTANT and CLIENT.

- 21. Severability:** A determination for any reason that any provision of this Agreement is void, invalid or unenforceable by a court of appropriate jurisdiction shall not affect the enforceability or validity of any other provision of this Agreement.

Each party, and each person signing on behalf of a party, represents and warrants that it, he or she has full legal capacity and authority on that party's behalf, to enter into and perform the respective obligations under this Agreement without any additional consent or approval.

- 22. Headings or Captions:** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

- 23. Limitation on Liability:** EXCEPT WITH RESPECT TO CONSULTANT'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN AND NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY CONSULTANT IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL FEES AND EXPENSES ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

- 24. Work Products:** All work product created by CONSULTANT specifically for CLIENT under this Agreement shall be owned by CLIENT, along with all proprietary, including intellectual property, rights pertaining thereto. Such ownership rights shall vest upon CLIENT'S full payment to CONSULTANT for the services applicable to each work product. This Agreement shall be considered to be a work-for-hire agreement. To the extent that this Agreement should be deemed to not be a work-for-hire agreement, CONSULTANT agrees to, and hereby does, assign, subject to CONSULTANT receiving payment as specified above, to CLIENT all ownership and all other proprietary rights, including intellectual property rights, in and to all work products. CONSULTANT agrees to execute any documents necessary to document such assignment.

Notwithstanding the foregoing, CONSULTANT will retain ownership of all knowledge, techniques, procedures, routines, templates and methods which have been developed by CONSULTANT in its regular course of business and not for specific use in performance of this Contract, and used in the provision of services ("Consultant Tools"). CONSULTANT shall grant CLIENT, upon full payment, a perpetual, irrevocable, non-assignable, non-exclusive license to all Consultant Tools that CONSULTANT embeds in or provides with any work product or that are otherwise used in connection with the services.

25. Contract Administrator: The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Materials Management, the CLIENT and CONSULTANT. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties.

The Contract Administrator is responsible for:

- Establishing and maintaining records and documentation
- Monitoring the CONSULTANT's performance
- Handling issues and disputes
- Exercising extension options
- Initiating contract modifications
- Initiating rebids or new solicitations

26. Entire Agreement: This Agreement, together with the exhibits constitutes the entire agreement between the parties and is a complete and exclusive statement, and all prior agreements, discussions and understandings are merged herein.

27. Binding Effect: This Agreement shall be binding upon, and inure to the benefit of the parties, their representatives, employees, agents, independent contractors, successors and assigns.

28. Counterparts: This Agreement may be executed in one or more counterparts. All executed counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

29. Responsibility for Compliance with Legal Requirements: CONSULTANT's products, services, and facilities shall be in full compliance with all applicable Federal, State, and city code provisions, regulations, standards, and ordinances, regardless of whether or not they are referred to by the CLIENT.

30. Tax Exemption: The CLIENT is exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.

31. Late Submission of Claim: The CLIENT will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

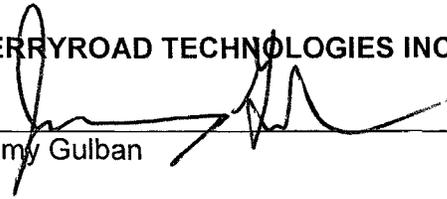
32. Assignment: Neither an order nor monies due thereunder shall be assigned in whole or in part without the CLIENT's prior written consent, which shall not be unreasonably withheld.

33. Immigration Law Compliance CONTRACTOR, on its own behalf and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. CLIENT retains the legal right to inspect the papers of CONSULTANT or any of CONTRACTOR'S subcontractor's employee(s) who perform work under this Agreement to ensure that CONSULTANT or its subcontractor(s) are compliant with the warranty described above. CLIENT may conduct random inspections, and upon request of the CLIENT,

CONSULTANT shall provide copies of papers and records demonstrating continued compliance with the warranty described above. CONSULTANT agrees to keep papers and records available for inspection by the CLIENT during normal business hours and will cooperate with CLIENT in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. CONSULTANT agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the CLIENT. CONSULTANT also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the CLIENT. CONSULTANT's warranty and obligations under this Section are continuing throughout the term of this Agreement or until such time as the CLIENT determines, in its sole discretion, that Arizona law has been modified so that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

Agreed to by:

CHERRYROAD TECHNOLOGIES INC.



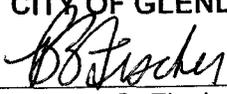
Jeremy Gulban

(President)

October 14, 2013

(Date)

CITY OF GLENDALE, ARIZONA



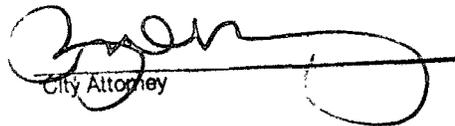
Brenda S. Fischer

City Manager

10/23/13

(Date)

Approved as to form



City Attorney

ATTEST:



City Clerk

Exhibit A

STATEMENT OF WORK

(See Attached)



Statement of Work

Upgrade of PeopleSoft HCM

City of Glendale, AZ

October 9, 2013

Table of Contents

1.0 Statement of Work Introduction	1
1.1 Introduction.....	1
2.0 Technical Architecture	3
2.1 Recommended Technical Architecture.....	3
2.2 Technology Architecture Roles and Responsibilities	4
2.3 Performance Monitoring.....	5
2.4 System Performance Goals	5
2.5 Active Directory Integration.....	7
3.0 Upgrade Scope	8
3.1 Implementation Deliverable Matrix Detail.....	8
3.2 Work Breakdown Structure and related deliverables	9
3.2.1 Initiation.....	11
3.2.2 Planning & Analysis.....	13
3.2.3 Upgrade and Integration.....	20
3.2.4 Testing and Training.....	24
3.2.5 Deployment.....	31
4.0 Upgrade Timeline	33
4.1 High-Level Gantt Chart	33
5.0 Upgrade Approach	34
5.1 Upgrade Methodology.....	34
5.2 High-Level 'Technical' Upgrade Summary	37
5.3 Recommended Database Instances	38
6.0 Project Administration	39
6.1 Project Governance Structure.....	39
6.2 Quality Assurance.....	40
6.3 Project Reporting	40
6.4 Project Team Meetings	43
7.0 Training Approach	44
7.1 Core Team Training.....	44
7.2 End User Training.....	44
8.0 Project Staffing Plan	45
8.1 Project Team Roles and Responsibilities	45
9.0 Third Party Services	52
9.1 Third Party Services.....	52
10.0 Additional Descriptive Information	53
10.1 Updates/Fixes.....	53
11.0 Upgrade Costs	54
11.1 Upgrade Costs.....	54
11.2 Change Request Rates.....	55
11.3 Expense Guidelines.....	55
11.4 Written Deliverable Acceptance Process	56
11.5 System Acceptance Process	56
11.6 Project Assumptions	59
12.0 Optional Services	62
12.1 Timeline Extension.....	62



1.0 Statement of Work Introduction

1.1 Introduction

CherryRoad has contracted with the City of Glendale Arizona, known as the (“City”) to upgrade the City’s PeopleSoft Human Capital Management (HCM) system from version 8.9 to version 9.2.

The City of Glendale is planning to upgrade their PeopleSoft HCM application from version 8.9 to 9.2. As part of this upgrade and implementation effort, the City intends to take advantage of new, delivered functionality and to rationalize or eliminate existing customizations whenever possible. The functional improvements delivered in PeopleSoft 9.2 are substantial. So, it should be possible to implement this functionality to improve the City’s business processes and to improve the efficacy of HCM operations as a whole. Currently installed modules that will be upgraded as part of the Project are Human Resources, Base Benefits, Payroll for North America, and Time & Labor.

The proposed project schedule that follows is consistent with what the City has specified in its RFP and updated as a result of conversations after the award of the contract. The overall project is scheduled to commence in January 2014. Due to the following regular annual year-end Human Resources changes (Open Enrollment, Performance Evaluations, Memos of Understanding with the PD and Fire departments, PSUM amount changes); we project a go live of July 31st, 2014.

This Scope of Work is Exhibit A to the Services Agreement and is incorporated by reference therein. To the extent that any statement or term set forth in this document is inconsistent with the terms and conditions in the Services Agreement, the terms and conditions of the Services Agreement shall govern the relationship of the parties.

High-Level Project Plan

Task Name	Duration	Start	Finish	Predecessors	Q4 '13				Q1 '14			Q2 '14			Q3 '14				
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
City of Glendale High-Level Project Plan	235 days	Mon 11/4/13	Fri 9/26/14																
- HCM Upgrade	235 days	Mon 11/4/13	Fri 9/26/14																
Stage I: Initiation	15 days	Mon 11/4/13	Fri 11/22/13																
Stage II: Planning & Analysis	25 days	Mon 11/25/13	Fri 12/27/13	3															
Stage III: Design & Development	55 days	Mon 12/30/13	Fri 3/14/14	4															
Stage IV: Testing & Training	120 days	Mon 3/17/14	Fri 8/29/14	5															
Stage V: Deployment	20 days	Mon 9/1/14	Fri 9/26/14	6															

The Statement of Work herein guides the primary activities and responsibilities to upgrade the HCM system. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party and identifies the criteria by which a task will be considered complete. The Statement of Work herein is tailored to accommodate the City’s-specific requirements. CherryRoad will upgrade the HCM system as



detailed in this Statement of Work and the Preliminary Project Plan deliverable, as identified in Section 3.2.1 of this document. As stated in the Request for Proposal Response and their Best and Final Offer, CherryRoad will perform work on the upgrade the HCM system in the following manner:

- CherryRoad will staff the Project Manager/Time and Labor/Payroll Lead Role with a fully dedicated, on-site resource. This methodology allows for the following:
 - The City will have access to an on-site resource that is fully accountable for all CherryRoad activities.
 - Time and Labor is often one of the most visible components to an upgrade, so putting special emphasis on this role mitigates risk.
 - The CherryRoad Time and Labor Lead will understand the inner-workings of all associated modules and will be the correct conduit to other CherryRoad staff members
- CherryRoad will supply a Customization Retrofit Resource (Technical Development) to perform work throughout the project.
- CherryRoad will supply a Technical Upgrade Specialist to assist the City when needed.
- CherryRoad will utilize a Functional Resource Bank to supplement HR tasks throughout the project.
- The Functional Resource Bank accomplishes the functional needed tasks for the upgrade while giving the City and CherryRoad latitude for travel expenses.
- Includes functional diversification to the team and allows the CherryRoad Project Manager to include functional resources on an as-needed basis.

2.0 Technical Architecture

The City of Glendale has decided to use their existing infrastructure during this upgrade project. The upgraded 9.2 HCM database will run on the same set of servers that are currently in place today. As a result, CherryRoad will not need to assist the City with an infrastructure assessment or load testing effort. However, CherryRoad will provide recommendations and quality assurance services to ensure that the infrastructure provided by the City is properly sized, installed and configured.

2.1 Recommended Technical Architecture

2.1.1 Recommended Architecture Configuration

CherryRoad recommends that the City's final production architecture is optimized to best practice standards to ensure performance, scalability and high availability

2.1.2 Database Instances

In order to ensure that the project is supported and that the system is properly managed after go-live, the City must implement, with CherryRoad assistance, a database environment that meets the following objectives.

- Represents each major project activity through a separate, discrete database environment
- Incorporates a unified development, testing and training methodology
- Creates a baseline database for storing critical data and metadata
- Eliminates redundancy of data entry and validation by establishing single points of entry and utilizing predefined data and metadata migration paths to other databases
- Synchronizes all databases on the same release of PeopleSoft Applications and PeopleTools for consistency
- Imposes a strict process of change, version and migration control
- Ensures that each database is recoverable for a specific timeframe through periodic backups
- Incorporates application (HCM) migration paths
- Enables accessibility to all current and future databases
- Facilitates the creation of the final production environment
- Is transferable to future initiatives of the upgrade

CherryRoad recommends that the City formulate a comprehensive Database Strategy that will meet the City's implementation and production requirements. At a minimum, it will incorporate the following databases:

- **Demo** – Vanilla database installed and certified by Oracle, which serves as the baseline for delivered PeopleSoft functionality. Also serves as the first point of entry for updates and fixes via the Environment Manager (EM) Hub, and is kept in a pristine state.
- **Sandbox** – Copy of the Demo database, used by both functional and technical team members for testing out basic functionality of the modules.
- **Development** – Copy of a Staging (STG) database for the development of customizations. Access to this database will be restricted to technical team members
- **Test** – Copy of a STG database for the functional testing of configurations and customizations. Access to this database will be restricted to functional team members.
- **Staging** – Database containing all tested and approved customizations and modifications. This database is where all modifications will be staged prior to being migrated to the final production environment.
- **Conversion** – Conversion database for the migration of data from legacy systems used for validation and reconciliation of the data conversion process, as well as staging of any transaction data to be used for testing.
- **Training** – Training database containing predefined application data that corresponds to Training Manuals. Generally a copy of the latest version of the STG database. May be more than one instance.
- **Production** – Final Production database, created from the Staging database. Used to execute any Load Testing prior to go-live.

CherryRoad will need the City to provide these environments prior to the start of the Design/Development phase of the project. The City's failure to provide such instances by this date will cause project delays, and initiate a change order process to redefine the remainder of the project, along with associated cost increases as a result of the delay.

2.2 Technology Architecture Roles and Responsibilities

2.2.1 The City of Glendale Technology Architecture Roles

Database Administrator – The Database Administrator (DBA) has overall responsibility over the relational database management system (RDBMS). This includes the creation and configuration of the databases and instances, administration of the RDBMS components (e.g., sizing, tablespaces, security, profiles, etc.), database and SQL tuning, backups, restores and recovery. The DBA is also responsible for leveraging native database tools as well as applicable third-party products in the management of the database environment.

System Administrator – The System Administrator has overall responsibility over the installation, configuration and maintenance of the hardware for the PeopleSoft Internet Architecture (PIA). This includes all servers, network, storage, switches, firewalls and all other components supporting the applications.

System Architect – The System Architect (SA) is responsible for the high-level design of the technical solution. This individual proposes the use of appropriate technology to meet the needs of the organization. The SA also determines hardware configurations and the number of databases, and the criteria for data sharing and storage.

2.2.2 Project Team Technology Architecture Responsibilities

Task	Lead	Assist	Comments
Infrastructure Installation	City	CherryRoad	Jointly agree on hardware specifications, project support and resources during and after upgrade.
PeopleSoft Installation	City	N/A	The City will install and certify the PeopleSoft demo environments. The City is responsible for funding as well as contract administration.
Database Instances	City	CherryRoad	City will provide the database instances that will be required for the project and production environments, with support from CherryRoad
Redundancy Testing	City	N/A	The City's production HCM system is on one Database server and one App server. Redundancy could be provided by the City's Disaster Recovery site.
PIA Performance Tuning	City	CherryRoad	City will tune the PIA environment, with the support of CherryRoad.

2.3 Performance Monitoring

CherryRoad will use the native performance monitoring tools delivered with PeopleSoft to monitor the PIA components. CherryRoad will also formulate and deliver a set of policies and procedures surrounding the use of these tools. In addition, CherryRoad will work with the City DBA in the use of native database tools to monitor the RDBMS, as well as the City System Administrator for monitoring the PIA hardware components.

2.4 System Performance Goals

2.4.1 User Experience Performance Goals

The City understands that impact of change on their user community will be great due to the version 9.2 look and feel of the ERP system across the City.

The City and CherryRoad will establish user experience performance goals for key application functions as part of the Initiative Scope Document for each project initiative. The primary user experience performance goal will be to avoid additional challenges at the time of deployment by providing the user community with an application that performs efficiently and provides satisfactory operation.

User Experience Performance Tuning

The City DBA resource will be responsible for conducting database tuning to meet the City's online and batch performance goals. The City requires that scheduled processing for nightly, weekly, and monthly cycles be completed in acceptable processing windows. In the Initiative Scope Document for each project initiative, the scheduled batch processing goal will be defined. In addition, the City requires that ad-hoc reporting and as-needed batch processing can be executed during working hours and not create an unmanageable degradation of application performance for the user community. The CherryRoad technical staff will assist in the database tuning effort by providing feedback and guidance to the City DBA. DBA performance tuning activities include:

- Monitor Database for long running SQLs
- Tune long running SQLs using virtual indexes and index tuning wizards
- Monitor Database for IO
- Administer Table/Index partitioning (for large tables)

The City System Administrator will be responsible for conducting PIA Tuning to meet the City's online and batch performance goals. The City requires that scheduled processing for nightly, weekly, and monthly cycles be completed in acceptable processing windows. In the Initiative Scope Document for each project initiative, the scheduled processing goal will be defined. In addition, the City requires that ad-hoc reporting and as-needed batch processing can be executed during working hours and not create an unmanageable degradation of application performance for the user community. CherryRoad technical staff will assist in the PIA tuning effort by providing feedback and guidance to the City System Administrator. System performance tuning activities include:

- Monitoring Web Server for Heap Size (Garbage Collection), and Threads
- Monitoring Application Server for Queuing and Idle processes
- Right sizing Application server domains

It is the responsibility of the City's Technical Architecture team (City DBA, City System Administrator) to monitor system performance issues and identify opportunities to improve performance throughout the project lifecycle.

2.5 Active Directory Integration

In the current City of Glendale's architecture, all PeopleSoft domains, other than DEMO, are fully integrated with Active Directory, using signon PeopleCode to authenticate PS application access.

CherryRoad will integrate with City's directory servers with the following assumptions:

- All directory servers to be integrated must be able to connect to PeopleSoft and not have any access restrictions that prevent full LDAP integration with PeopleSoft, including but not limited to network firewalls and/or compatibility issues. The City is responsible for resolving any LDAP issues before the LDAP integration is implemented.
- The City will provide a SME responsible for the integration to Active Directory.
- The Active Directory Servers must be on a version supported by PeopleSoft at all times.
- The City is responsible to ensure that the user information contained in the Active Directory Servers are properly scrubbed to be consistent in format, having the same User ID convention and contain all the necessary attributes to ensure proper LDAP integration.

3.0 Upgrade Scope

3.1 Implementation Deliverable Matrix Detail

The deliverable matrix provides a description and acceptance criteria for each deliverable. For each deliverable, both CherryRoad and the City will review the representative content to be included in the deliverable as well as the format the document will follow. Should the City or CherryRoad wish to change the content or format of the document, the change must be mutually agreed upon by both parties.

Both parties agree to make the necessary individuals available in order to satisfy and complete each of the deliverables listed below. The City and CherryRoad will act in an expedient fashion to make decisions involving all aspects of these deliverables. CherryRoad holds primary responsibility for the completion of all the deliverables identified in this SOW.

For each deliverable, the following acceptance criteria should be met:

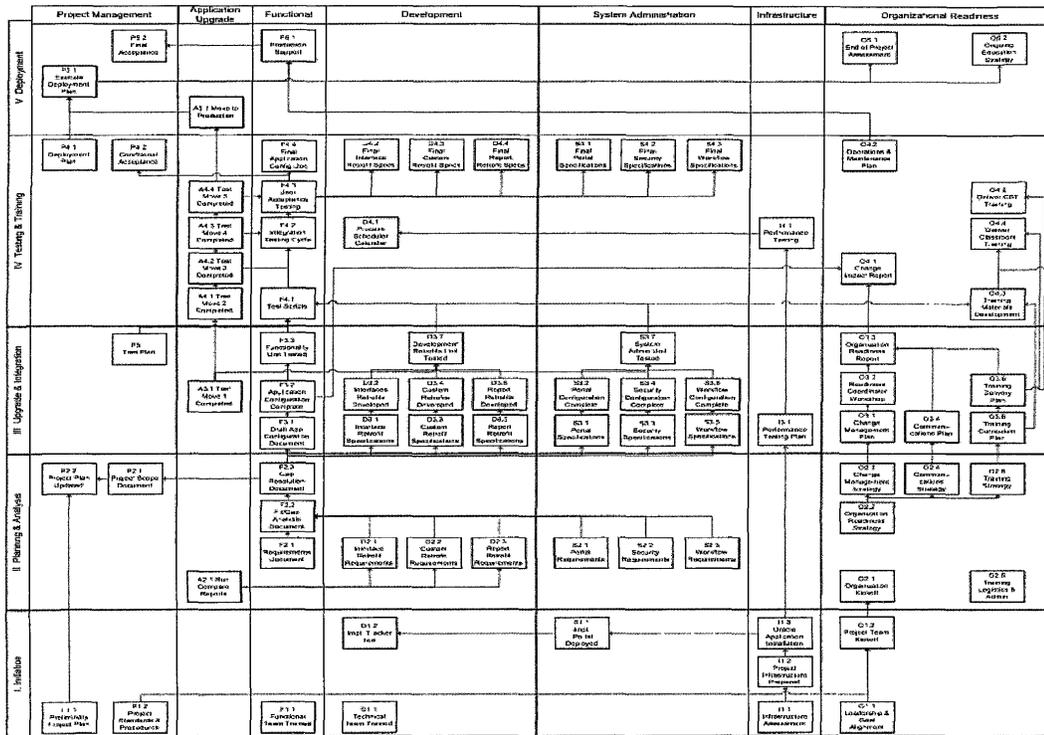
1. An Executive Summary section which defines the content and objectives of each deliverable
2. All of the elements identified in the deliverable description section are included in the deliverable submission
3. The deliverable is complete and reviewed by the City
4. The content of the deliverable is internally consistent as well as consistent with the SOW, other contract documents, and the project plan
5. The deliverable is free from defects, errors, and misstatements

3.2 Work Breakdown Structure and related deliverables

CherryRoad Implementation Work Breakdown Structure (WBS)

The following Work Breakdown Structure (WBS) deliverable matrix provides a deliverable ID, predecessor ID, name, description, acceptance criteria, client role, and consultant role for all deliverables that are a part of CherryRoad's WBS methodology. The entire CherryRoad WBS was evaluated to determine which deliverables were relevant and important to the City of Glendale. In the following illustration, the entire CherryRoad WBS is presented, followed by a table of the relevant deliverables that will be produced. Some of the deliverables identified in this section are the City of Glendale's responsibility to deliver as part of the project. All CherryRoad deliverables with associated costs will be defined in the Cost section of this document.





3.2.1 Initiation

ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
Project Management Track						
P1.1		Preliminary Project Plan	The Preliminary Project Plan is the initial MS Projects project plan. This document establishes the project team work plan based upon the project scope, approach, resources, and timeline established by the Statement of Work. The Preliminary Project Plan establishes the structure of the work plan. Where project task requirements have not been finalized, the Preliminary Project Plan will provide placeholders for those tasks to be added to later on (i.e. Reports).	<p>The Preliminary Project Plan is developed in MS Project, and will include the following data elements for each project task.</p> <ul style="list-style-type: none"> • Description • Duration • % Complete • Start Date • End Date • Assigned Resource(s) • Baseline Start Date • Baseline End Date <p>The Preliminary Project Plan will be organized to reflect the Work Break Down structure defined by the SOW. The project plan will be maintained in accordance with the procedures defined by the SOW</p>	Accountable during the initiation stage of the project to review and approve the Preliminary Project Plan document following submission by consultant	<p>Responsible for development and submission of the Preliminary Project Plan during the initiation stage.</p> <p>Responsible to distribute Preliminary Project Plan to all consultant staff at the time staff members join the project.</p>
P1.2		Project Standards and Procedures	The Project Standards and Procedures deliverable will define the procedures and project governance regarding the day to day operations of the project team. The deliverable will address documentation standards, network directory structure, IT resource utilization guidelines, communication protocols, and risk & issues management. The deliverable will define the weekly cycle of project meetings, status updates, and communications to be followed by the project team.	<p>Document will establish guidelines and procedures for overall project governance and controls. Minimally the following topics will be defined and implemented:</p> <ul style="list-style-type: none"> • Documentation Standards • Network Access • Issue management • Risk management • Version control procedure • Organization chart • Contact list • Communication standards • Status report standards • Status reporting cycle • Project meeting standards • Project meeting cycle • Project plan update standards • Project plan maintenance cycle 	<p>Responsible for collaborating with the CherryRoad project management to establish project standards and procedures, and ensuring those guidelines are followed by Client staff.</p> <p>The COG Team members will establish a SharePoint site for the project to use as a document repository.</p> <p>Responsible to maintain the implementation SharePoint site post-implementation.</p>	<p>Responsible for collaborating with COG TAC team to establish project standards and procedures.</p> <p>Provide a recommended structure for the SharePoint site.</p> <p>Responsible for documenting project standards and procedures, distributing those guidelines to consultant team members, and for ensuring those guidelines are followed by consultant team members.</p>



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
Organizational Readiness Track						
O1 2	O1.1 P1.2	Project Team Kickoff and Workshop	<p>During the Initiation stage, the project team is assembled and completes a one day Project Team Kickoff and Workshop addressing the following topics within the Statement of Work and the Project Standards and Procedures deliverable document.</p> <ul style="list-style-type: none"> • Project Scope • Project Timeline • Project Deliverables • Team Member Roles and Responsibilities • Project Rules • Project Expectations • Communications • Project Administration and Logistics 	<p>The Project Team Kickoff Workshop presentation materials will be based upon the content outlined in both the Statement of Work and the Project Standards and Procedures deliverable document. The presentation will be developed in MS PowerPoint and will include the following topics</p> <ul style="list-style-type: none"> • Project Scope • Project Timeline • Project Deliverables • Team Member Roles and Responsibilities • Project Rules • Project Expectations • Communications • Project Administration and Logistics <p>This deliverable is considered complete at the conclusion of the Project Team Kickoff workshop.</p>	Responsible for communicating and scheduling the Project Team Kickoff and Workshop, and for presenting the content to the project team audience.	<p>Responsible for scheduling the Project Team Kickoff and Workshop.</p> <p>Accountable for providing content input to the presentation and for participating in and presenting topics according to areas of expertise</p>



3.2.2 Planning & Analysis

ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
Project Management Track						
P2 1	F2 3	Project Scope Document	The Project Scope Document defines each element of project scope to be included in the project phase. The Scope Document will replace the descriptions of project scope contained in the Statement of Work. The Project Scope Document is updated for each project phase by the project management team, following the Fit/Gap Analysis process.	<p>The Project Scope Document is an MS Word document that categorizes the key components of project scope into the following.</p> <ul style="list-style-type: none"> • Oracle application functions • Data Conversions • Interfaces • Customizations • Reports • Portal • Security • Workflow <p>Within each of these categories, the document will list the specific project requirements that will be completed within the project phase.</p>	Responsible for reviewing and approving the Project Scope Document.	Responsible for developing and submitting the Project Scope Document. Upon approval, the CherryRoad Project Manager will update the Project Plan to reflect any variances between the Project Scope Document and the Statement of Work.
P2 2	P1 1 P2.1	Project Plan Updated	The Project Plan is a detailed MS Projects project plan. This document builds on the Preliminary Project Plan developed during the initiation stage of the project phase and refines dates and resources outlined in the earlier version. The Project Plan is updated in each project stage to reflect changes in scope, approach, resources, and timeline.	<p>The Project Plan is developed in MS Projects, and will include the following data elements for each project task:</p> <ul style="list-style-type: none"> • Description • Duration • % Complete • Start Date • End Date • Assigned Resource(s) • Baseline Start Date • Baseline End Date <p>The Project Plan will be organized to reflect the Work Break Down structure defined by the SOW. The project plan will be maintained in accordance with the procedures defined in the SOW.</p>	Accountable throughout the life of the project to review and approve the Project Plan document following submission of updates by CherryRoad	Responsible for maintaining the Project Plan throughout the project phase, providing weekly updates to the data elements within the plan



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
Functional Track						
F2.1		Requirements Document	The project team will conduct work sessions to analyze the PeopleSoft 9.2 application functionality for the purpose of identifying opportunities to replace existing customizations and to deploy application functionality which can improve Client business processes.	This deliverable is prepared following the Oracle 9.2 application functionality analysis work sessions. From those work sessions all business requirements will be captured in the Requirements Document. This Requirements Document will evolve into the Fit/Gap Analysis Document.	Accountable to participate in the PeopleSoft 9.2 Application Functionality review work sessions. Responsible for review and approval of scope of new application functions to be implemented, and approve business processes to be changed. Responsible for explaining the Client's use of the current Oracle application functionality.	Responsible to lead the PeopleSoft 9.2 application functionality review work sessions. Responsible for recommending application functions to be implemented, business processes to be changed. Responsible for defining the final scope of new application functions to be implemented and incorporates results into the Fit/Gap Analysis deliverable.



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
F2.2	F2.1 D2.1 D2.2 D2.3 S2.1 S2.2 S2.3	Fit/Gap Analysis Document	<p>The Fit/Gap Analysis will involve reviewing the Client's current utilization of the Oracle 8.9 applications and comparing that to the delivered software capabilities in the Oracle release 9.2. The project team will review delivered Oracle application functionality. For each Client requirement, the consultant will document whether there is a fit or gap between the requirement and the delivered software. The assessment will also identify delivered application functionality that may be deployed as a means of improving business processes.</p> <p>CherryRoad and the Client will mutually agree upon the final list of additional application functions to be implemented. The final scope of Oracle application functionality to be implemented will be consistent with the scope as it is defined by this SOW.</p>	<p>This deliverable is prepared following the Fit/Gap Analysis work sessions.</p> <p>The document will list the following elements impacted by the upgrade and how the project team will handle these elements in the Oracle 9.2 environment:</p> <ul style="list-style-type: none"> • Application Functions • Customizations • Interfaces • Reports • Portal • Security • Workflow <p>This deliverable is considered complete when the following information has been determined and documented for each of the requirements identified in the Requirements Document deliverable.</p> <ul style="list-style-type: none"> • Fit/Gap Designation • Clarifying Comments for designated gaps <p>The document itself is an update of the Requirements Document</p>	<p>Accountable to participate in the Fit/Gap Analysis work sessions. Review and approve scope of new application functions to be implemented, and approve business processes to be changed</p> <p>Responsible for reviewing and approving the Fit/Gap Analysis Document.</p>	<p>Responsible to lead the Fit/Gap Analysis work sessions.</p> <p>Responsible for recommending application functions to be implemented and business processes to be changed.</p> <p>Responsible for incorporating results of the Fit/Gap Analysis work sessions into the Fit/Gap Analysis deliverable</p>



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
F2.3	F2.2	Gap Resolution Document	<p>Following the Fit/Gap Analysis the consultants will work with the Client and provide resolution to the gaps found between business requirements and functionality delivered in the Oracle applications. The consultant will provide and present up to three options to each gap.</p> <ul style="list-style-type: none"> • Recommend change in the Client Business Process • Workaround that will meet business objective • Retrofit a Customization to meet the business requirement <p>The objective is to discuss options to resolve gaps, and determine how those gaps will be addressed in the Project Scope Document and Project Plan.</p>	<p>The deliverable is prepared following the Gap Resolution work sessions. The deliverable is complete when the results of the work sessions are documented in the Gap Resolution Document, and corresponding issues have documented in the issues database.</p> <p>This deliverable is considered complete when the following information has been determined and documented for each of the identified gaps:</p> <ul style="list-style-type: none"> • The gap resolution options have been documented. • The final resolutions have been agreed upon for each identified gap <p>The document itself is an update of the Fit/Gap Analysis document.</p>	<p>Responsible to participate in gap resolution work sessions, provide input on whether potential resolutions are suitable, and approve the final resolution for each identified gap.</p>	<p>For all identified gaps, responsible to identify and present to the Client gap resolution options and to update the Gap Resolution Document with findings.</p>

Organizational Readiness Track



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
O2 1	O1 2	Organization Kickoff	<p>The Organization Kickoff deliverable is a presentation to representatives from all affected user groups and includes the following topics.</p> <ul style="list-style-type: none"> • Project Business Case • Project Benefits • Project Timeline • Project Expectations <p>A question and answer session with attendees follows the presentation. The session can be repeated several times if the size of the client user population or geographic locations warrants. The format for this session can be repeated in quarterly updates to the larger user audience.</p>	<p>The Organization Kickoff presentation materials will be developed in MS PowerPoint and will include the following topics.</p> <ul style="list-style-type: none"> • Project Business Case • Project Benefits • Project Timeline • Project Expectations <p>The deliverable is considered complete at the conclusion of the Organization Kickoff presentation.</p>	<p>Responsible for communicating and scheduling the Organization Kickoff, and for presenting the content of the kickoff to the Organization.</p> <p>The COG team will schedule this meeting with City senior management and City T&L Liaisons. HR will prepare and facilitate the meeting</p>	<p>CherryRoad will be available to provide advice and guidance.</p>



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
O2.3	O2.2	Change Management Strategy	<p>Change management activities are designed to maximize readiness and minimize the disruption the Software implementation will create among the targeted populations. The Change Management Strategy deliverable describes the approach for involving project team members, as well as resources from critical stakeholder groups, in specific activities designed to create awareness, build advocacy, manage resistance, and bridge knowledge gaps among the affected audiences. A key focus of this strategy is to make change management activities tangible and relevant.</p> <p>The Change Management Strategy is the foundation for preparing the change management plan during the Design and Development Stage of the project.</p>	<p>The Change Management Strategy document will be created in MS Word. The deliverable content establishes the initial framework for the Change Management Plan by stating the Change Management vision, mission and objectives. The deliverable establishes strategies for each of the following key variables:</p> <ul style="list-style-type: none"> • Change Analysis • Change Leadership • Change Communications 	<p>The COG team will establish a plan to keep the City informed of changes coming to the HCM module and how these impact City staff</p> <p>NOTE: COG may choose to combine Change Management, Communications Strategy and Training Strategy into one effort</p>	<p>CherryRoad will be available to provide advice and guidance.</p>



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
O2.4	O2.2	Communications Strategy	<p>The Communications Strategy is a component of the overall Organizational Readiness Strategy. This document is an outline of communication elements that enhance collaboration within the project team and combine to inform stakeholders of project progress and the activities that will affect them. The Communications Strategy combines these elements into a cohesive approach that integrates project decisions with strategies for managing change and training end users</p> <p>The Communications Strategy is the foundation for preparing the Communications Plan during the Design and Development Stage of the project.</p>	<p>The Communications Strategy document will be created in MS Word. The deliverable content establishes the initial framework for the Communication Plan by stating the Communication vision, mission and objectives. The deliverable establishes strategies for each of the following key variables:</p> <ul style="list-style-type: none"> • Communication Approach • Communication Analysis • Communication Approvals • Communication Principles 	<p>The COG team will establish a plan to keep the City informed of changes coming to the HCM module and how these impact City staff</p> <p>NOTE: COG may choose to combine Change Management, Comm. Strategy and Training Strategy into one effort.</p>	CherryRoad will be available to provide advice and guidance.
O2.6	O2.2	End User Training Strategy	<p>The End User Training Strategy is a component of the overall Organizational Readiness Strategy. This document is a preliminary outline of the end user training approach for the project.</p> <p>The End User Training Strategy is the foundation for preparing the End User Training Plan during the Design and Development Stage of the project.</p>	<p>The End User Training Strategy document will be created in MS Word. The deliverable content establishes the initial framework for the End User Training Plan by stating the End User Training vision, mission and objectives. The deliverable establishes a strategy for each of the following key variables.</p> <ul style="list-style-type: none"> • Training Planning • Training Preparations • Training Delivery • Training Evaluation 	<p>The COG team will establish a plan to train City staff of the HCM module features.</p> <p>NOTE: COG may choose to combine Change Management, Comm. Strategy and Training Strategy into one effort.</p>	CherryRoad will be available to provide advice and guidance.



3.2.3 Upgrade and Integration

ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
Project Management Track						
P3.1		Test Plan	The Test Plan will outline the timing and tasks to accomplish full system testing. This deliverable does not include test scripts, but rather is a plan for the testing effort needed to successfully deploy the application. The deliverable will lay out, in detail, all the requisite steps necessary to fully test the application. This includes planning for all integration and user acceptance testing. This document will also identify the internal and external testing participants and testing environments to be utilized, and the timing, logistics, etc. of the testing.	The Test Plan is an MS Word document that outlines a detailed plan to complete integration and User Acceptance testing. The document will include the following: <ul style="list-style-type: none"> • Test planning and execution • Testing scope • Testing strategy • Testing environment • Issue reporting, tracking, and resolution • Testing risks and assumptions 	Accountable to review and approve the Test Plan deliverable document.	Responsible to develop and submit the Test Plan deliverable document.
Application Upgrade Track						
A3.1		Test Move 1 Completed	The project team will conduct a series of successive test moves to refine the upgrade test scripts and processes to properly migrate the Client's Oracle applications to the Oracle 9.2 environment. With each test move the upgrade scripts are executed, timings recorded, upgrade scripts tuned, and issues are recorded and resolved. Test Move 1 Acceptance Template will be the final document repository of the Test Move 1 results.	Acceptance Criteria includes the following: <ul style="list-style-type: none"> • All identified issues and fixes documented within the Test Move 1 Acceptance Template • Data converted with explainable errors The test move acceptance template is reviewed and updated in preparation for the next move	Accountable to participate in the Execute Test Move 1 project tasks. Also accountable to review and approve the Test Move 1 milestone document.	Responsible to execute Test Move 1 and complete the Test Move 1 milestone document.



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
Functional Track						
F3.3	F3.2	Functionality Unit Tested	The project team will conduct functionality unit testing to confirm the accuracy of the application configuration and serve as entrance criteria for the application configuration to be included in integration testing.	This deliverable is considered complete following the completion of the functionality unit test work sessions. The Functionality Unit Test deliverable is considered complete when all unit testing issues uncovered during functionality unit testing have been resolved, and the corresponding application configuration has been updated.	Accountable to participate in Functionality Unit Tested work sessions	Responsible to lead the Functionality Unit Tested work sessions. Responsible to conduct Functionality Unit Tested work sessions.
Development Track						
D3.7	D3.2 D3.4 D3.6 A3.1	Development Unit Tested	The project team will conduct Development Unit Testing to confirm the accuracy of the technical programming and to serve as entrance criteria for all development items to be included in Integration Testing.	This deliverable is considered complete following the completion of the Development Unit Testing work sessions. The Development Unit Test work sessions are considered complete when all unit testing issues uncovered during the testing sessions have been resolved.	Accountable for participating in the Development Unit Testing work sessions Responsible for executing unit test scripts for those development items the Client is responsible for developing	Responsible for leading the Development Unit Testing work sessions and executing the unit test scripts for those development items the consultants are responsible for developing
Organizational Readiness Track						
O3.1	O2.3	Change Management Plan	The Change Management Plan outlines activities and general timelines for analysis and change leadership.	This plan will be created in MS Word and will be based on the Change Management Strategy. The client change management lead and project manager will be expected to sign off on this deliverable.	The COG team will schedule activities to keep the City informed of changes coming to the HCM module and how these impact City staff. NOTE COG may choose to combine Change Management, Communications Strategy and Training Strategy into one effort	CherryRoad will be available to provide advice and guidance.



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
O3 2	O3 1	Readiness Coordinator Workshop	<p>Informal leaders from among the user community are identified and trained to be advocates for the project. These leaders become trusted liaisons between the project team and the affected populations.</p> <p>The Readiness Coordinator Workshop is a half day work session that explains the role of the readiness coordinator and how the network will be used prior to, during, and after deployment.</p>	<p>The presentation materials for this workshop will be developed using MS PowerPoint and MS Word. The presentation will minimally address the following:</p> <ul style="list-style-type: none"> • Objectives of the Readiness Coordinator Network • Readiness Coordinator responsibilities • Readiness Coordinator assigned project tasks • Readiness Coordinator participation timeline <p>The deliverable is considered complete at the conclusion of the Readiness Coordinator Workshop.</p>	The COG team may choose to incorporate advanced training of T&L Liaisons into the Change Management, Communications Strategy and Training Strategy efforts.	CherryRoad will be available to provide advice and guidance.
O3 4	O2 4	Communications Plan	The Communications Plan lists tactical communication activities and the anticipated timelines for conducting each of the communications components described in the Communication Strategy.	<p>The Communications Plan will be created in MS Word and will establish the Communication Audiences, vehicles, and approval process. The plan will define the scheduled One-Way and Two-Way communications and will minimally include the following key variables associated with each form of communication:</p> <ul style="list-style-type: none"> • Activity • Target Audience • Objective • Key Inputs • Key Outputs • Development Owner • Delivery Owner • Transmittal Option(s) • Frequency 	The COG team may choose to incorporate this activity with the Change Management, Communications Strategy and Training Strategy efforts.	CherryRoad will be available to provide advice and guidance.



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
O3 5	O2 6	End User Training Curriculum Plan	The End User Training Curriculum Plan outlines which PeopleSoft training courses to be developed and delivered. In addition to a description of each course, the deliverable includes a class overview, the user audiences who will be trained, course objectives, prerequisites, and any support requirements.	The End User Training Curriculum Plan is an MS Word document that will minimally include the following information: <ul style="list-style-type: none"> • Course list • Course descriptions • Course prerequisites (if needed) • Course objectives • Target audience for the course • Course duration • Listing of material to support course delivery 	Accountable for participating in the development of the End User Training Curriculum Plan, and provides change management guidance as input to the training plan. Responsible for reviewing and approving the End User Training Curriculum Plan deliverable.	CherryRoad will be available to provide advice and provide guidance.
O3 6	O3 5	End User Training Delivery Plan	CherryRoad conducts a training assessment during the initial phase of the project to determine the user audiences and the best methods for increasing their ability to effectively use the software applications being deployed within their organization. The delivery plan will include a training schedule of the courses that will be delivered, who will be trained along with instructional strategies and guidelines on trainer selection.	The training delivery plan will minimally contain the following information: <ul style="list-style-type: none"> • Course delivery method • Class schedule • Class instructors • Registration process • Trainer preparation activities 	The COG team will determine course delivery method, training locations, schedule of classes and trainers, and registering students.	CherryRoad will be available to provide advice and guidance.



3.2.4 Testing and Training

ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
Project Management Track						
P4.1		Deployment Plan	The deployment plan outlines the required steps for the organization to transition to the final production application implementation. The plan will identify all of the pre-requisite steps for initiating the cutover to production. The Deployment Plan will be a tool for preparing departments and users for the final application upgrade.	<p>The Deployment Plan is a narrative plan outlining the approach for deploying the Oracle applications in the production environment. The deployment plan will include the following:</p> <ul style="list-style-type: none"> • Building the production environment • Application Upgrade sequencing • Configuration migration and creation • Departmental instructions for transition to the Oracle applications environments • Detailed Cutover Matrix outlining the step-by-step list of tasks for completing the final production application 	Accountable to review and approve the Deployment Plan deliverable document	Responsible to develop and submit the Deployment Plan deliverable document
P4.2	F4.3	Conditional Acceptance	Conditional Acceptance deliverable authorized the project team to proceed with the execute deployment plan and complete the migration to production.	The Conditional Acceptance deliverable is a document that directs the project team to execute the deployment plan and complete the move to production. The document lists all conditions that are assigned to CherryRoad and much be satisfied for final acceptance to be granted by the client. The conditions included in the document will be consistent with the CherryRoad assigned responsibilities as defined by the SOW, project plan, and project deliverables.	Responsible for reviewing and approving the Conditional Acceptance deliverable	<p>Responsible for reviewing the project issues, SOW, deliverables, etc and determining those CherryRoad assigned conditions that are to be included in the Conditional Acceptance deliverable</p> <p>Responsible for completing and submitting the Conditional Acceptance deliverable</p>



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
Application Upgrade Track						
A4.1	A3 1 F4 1 A4 2 A4 3	Test Move 2 Complete / Integration Testing Complete	<p>The project team will conduct a series of successive test moves to refine the upgrade test scripts and processes to properly migrate the Client's Oracle applications to the Oracle 9 2 environment With each test move the upgrade scripts are executed, timings recorded, upgrade scripts tuned, and issues are recorded and resolved Test Move 2 Acceptance Template will be the final document repository of the Test Move 2 results</p> <p>Integration testing verifies the interaction of the various modules works as expected The project team will test online functionality, synchronous, asynchronous and batch interfaces, and cross-module processes to verify that data is correctly maintained across integration points Reports are generated and the information and calculations validated</p>	<p>Acceptance Criteria includes the following</p> <ul style="list-style-type: none"> • No repeated critical errors from previous test move • New critical issues are resolved • All identified issues and fixes documented within the Test Move 2 Acceptance Template • Data converted with minimal or explainable errors <p>The test move acceptance template is reviewed and updated in preparation for the next move.</p> <p>This deliverable is considered complete following the completion of the integration testing work sessions The integration testing work sessions are considered complete when all integration testing issues uncovered during integration testing work sessions have been resolved</p>	<p>Accountable to participate in the Execute Test Move 2 project tasks</p> <p>Review and approve the Test Move 2 milestone Document</p> <p>Responsible to participate in integration testing work sessions Lead the successful completion of the integration testing activities as defined by the Test Plan deliverable Participate in resolving testing issues</p>	<p>Responsible to execute Test Move 2 and complete the Test Move 2 milestone document</p> <p>Accountable for participating in integration testing work sessions Support the client in the successful completion of the integration testing activities as defined by the Test Plan deliverable Lead the effort to resolve testing issues</p>



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
A4 2	A4 1 F4 2 A4 4	Test Move 3 Complete / User Acceptance Testing	<p>The project team will conduct a series of successive test moves to refine the upgrade test scripts and processes to properly migrate the Client's Oracle applications to the Oracle 9 2 environment With each test move the upgrade scripts are executed, timings recorded, upgrade scripts tuned, and issues are recorded and resolved Test Move 3 Acceptance Template will be the final document repository of the Test Move 3 results</p> <p>User Acceptance Testing is the project team's opportunity to compare benchmarks between the Oracle application environments and historical Oracle application environment This test is conducted by the users to determine whether the Oracle system is ready to be deployed into production</p>	<p>Acceptance Criteria includes the following</p> <ul style="list-style-type: none"> • No repeated critical errors from previous test move • New critical issues are resolved • All identified issues and fixes documented within the Test Move 3 Acceptance Template • Data converted with minimal or explainable errors <p>The test move acceptance template is reviewed and updated in preparation for the next move</p> <p>This deliverable is considered complete following the completion of the user acceptance testing work sessions The user acceptance work sessions are considered complete when all acceptance testing issues uncovered during User Acceptance Testing work sessions have been resolved</p> <p>NOTE: For the deployment of the payroll application, user acceptance testing will include parallel testing</p>	<p>Accountable to participate in the Execute Test Move 3 project tasks</p> <p>Review and approve the Test Move 3 milestone document</p> <p>Responsible to lead and participate in user acceptance testing work sessions Lead the successful completion of the user acceptance testing activities as defined by the Test Plan deliverable Participate in resolving testing issues</p> <p>To be included into the Project Plan: The COG team will want to discuss multiple parallel runs of Payroll processes</p>	<p>Responsible to execute Test Move 3 and complete the Test Move 3 milestone document</p> <p>Accountable to participate in user acceptance testing work sessions Support the successful completion of the user acceptance testing activities as defined by the Test Plan deliverable Lead the effort to resolve user acceptance testing issues</p>



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
A4.3	A4.2	(optional) Test Move 4 Complete	The project team will conduct a series of successive test moves to refine the upgrade test scripts and processes to properly migrate the Client's Oracle applications to the Oracle 9.2 environment. With each test move the upgrade scripts are executed, timings recorded, upgrade scripts tuned, and issues are recorded and resolved. Test Move 4 Acceptance Template will be the final document repository of the Test Move 4 results.	<p>Acceptance Criteria includes the following</p> <ul style="list-style-type: none"> • No repeated critical errors from previous test move • New critical issues are resolved • All identified issues and fixes documented within the Test Move 4 Acceptance Template • Data converted with minimal or explainable errors <p>The test move acceptance template is reviewed and updated in preparation for the next move.</p>	<p>Accountable to participate in the Execute Test Move 4 project tasks</p> <p>Review and approve the Test Move 4 milestone document</p> <p>Will be run if the schedule permits it – no payment to be associated with this deliverable</p>	Responsible to execute Test Move 4 and complete the Test Move 4 milestone document
A4.4	A4.3	(optional) Test Move 5 Complete	The project team will conduct a series of successive test moves to refine the upgrade test scripts and processes to properly migrate the Client's Oracle applications to the Oracle 9.2 environment. With each test move the upgrade scripts are executed, timings recorded, upgrade scripts tuned, and issues are recorded and resolved. Test Move 5 Acceptance Template will be the final document repository of the Test Move 5 results.	<p>Acceptance Criteria includes the following</p> <ul style="list-style-type: none"> • No repeated critical errors from previous test move • New critical issues are resolved • All identified issues and fixes documented within the Test Move 5 Acceptance Template • Data converted with minimal or explainable errors <p>The test move acceptance template is reviewed and updated in preparation for the next move.</p> <p>Because this is the last test move, the timing, the data conversion, and issues must all be within the acceptable range for proceeding with the go-live move as defined by the Statement of Work.</p>	<p>Accountable to participate in the Execute Test Move 5 project tasks</p> <p>Review and approve the Test Move 5 milestone document</p> <p>Will be run if the schedule permits it – no payment to be associated with this deliverable</p>	Responsible to execute Test Move 5 and complete the Test Move 5 milestone document



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
Functional Track						
F4 1	P3 1 F3 3 D3 7 S3 7	Test Scripts	Test Scripts represent the documented business functions that must be executed during integration and user-acceptance testing to ensure the Oracle Applications can handle the Client's business requirements	<p>The Test Scripts will be created for all key business requirements documented in the Requirements Document for each PeopleSoft module. Test Scripts will be developed for the following</p> <ul style="list-style-type: none"> • Integration Testing • User Acceptance Testing <p>Test Scripts include a description of each test step to be performed, navigation, test data to be used in completing the scripts, and expected results. Test Scripts will include columns for issues encountered, resolutions, and sign off of the test, to allow testers to document the test results</p>	Responsible for developing Client test scripts, and ensuring that final integration and user-acceptance Test Scripts effectively account for all business requirements as defined by the Requirements Document	<p>Accountable for assisting Client team members in facilitating the effort to create integration and user-acceptance Test Scripts</p> <p>Responsible for providing direction to client team members on the development of Test Scripts</p>
F4 4	F4 3	Final Application Configuration Document	The deliverable provides a Final definition of the configuration variance between the historical Oracle environment and the upgraded Oracle 9 2 environment following integration testing. For each Oracle module, the document lists the configuration table values, and the logic behind the project team's configuration decisions	<p>The Final Configuration Document will include the table configuration variances for each of the PeopleSoft Modules following integration testing</p> <p>The document will include the step-by-step setup for the configuration of each module, complete with navigation and screen prints</p>	Responsible for reviewing and approving the Final Application Configuration Document	Responsible to develop and submit the Final Application Configuration Document
Development Track						
D4 1	I4 1	Process Scheduler Calendar	The Process Scheduler Calendar is a deliverable document that captures the production environment batch processing cycle	The process Scheduler Calendar lists the daily, nightly, weekly, and monthly batch processing schedule including batch processes, dependent processes, and run parameters	The COG team will lead the batch process schedule planning session to identify the calendar list of daily and nightly jobs	CherryRoad will be available to provide technical assistance



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
D4 2	F4 3	Final Interface Retrofit Specifications	Following the completion of integration testing, the project team will update, if necessary, the interface mapping and will finalize all corresponding interface retrofit specifications	This deliverable is considered complete when the Upgrade Tracker tool and Interface Retrofit Specifications have been updated to capture the final interface mapping and development programming and logic	Responsible for finalizing the interface program mapping, Upgrade Tracker Tool, and Interface Retrofit Specifications for those interface programs assigned to the Client Accountable to review the Final Interface Retrofit Specifications for those interfaces assigned to CherryRoad	Responsible for finalizing the interface mapping, Upgrade Tracker Tool, and Interface Retrofit Specifications for those interface programs assigned to the consultants. Accountable to review the Final Interface Retrofit Specifications for those interfaces assigned to the Client
D4 3	F4 3	Final Customization Retrofit Specifications	Following the completion of integration testing, the project team will update, if necessary, the customization design and will finalize all required customization retrofit specifications	This deliverable is considered complete when the Upgrade Tracker Tool and the customization retrofit specifications have been updated to capture the final customization development programming and logic	Responsible for finalizing the customization logic, Upgrade Tracker Tool, and customization retrofit specifications for those customizations assigned to the Client Accountable to review the Final Customization Retrofit Specifications for those customizations assigned to CherryRoad	Responsible for finalizing the customization logic, Upgrade Tracker Tool, and customization retrofit specifications for those customizations assigned to the consultants Accountable to review the Final Customization Retrofit Specifications for those customizations assigned to the Client
D4 4	F4 3	Final Report Retrofit Specifications	Following the completion of integration testing, the project team will update, if necessary, the report design and will finalize all required report retrofit specifications	This deliverable is considered complete when the Upgrade Tracker Tool and report retrofit specifications have been updated to capture the final report development programming and logic	Responsible for finalizing the reporting logic, Upgrade Tracker Tool, and report retrofit specifications for those reports assigned to the Client Accountable to review the Final Report Retrofit Specifications for those reports assigned to CherryRoad	Responsible for finalizing the report logic, Upgrade Tracker Tool, and report retrofit specifications for those reports assigned to the consultants Accountable to review the Final Report Retrofit Specifications for those reports assigned to the Client
System Administration Track						
S4 2	F4 4	Final Security Specifications	Following the completion of integration testing, the project team will update, if necessary, the security design and will finalize the Security Configuration Specifications	This deliverable is considered complete when the Security Configuration Specifications have been updated and finalized to capture the final security design	Accountable to review the Final Security Specifications	Responsible to update and submit the Final Security Specifications



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
S4 3	F4 4	Final Workflow Specifications	Following the completion of integration testing, the project team will update, if necessary, the workflow design and will finalize the Workflow Configuration Specifications	This deliverable is considered complete when the Workflow Configuration Specifications have been updated and finalized to capture the final workflow design	Responsible for updating and submitting the Final Workflow Specifications for those workflows assigned to the Client Accountable to review the Final Workflow Specifications for those workflows assigned to CherryRoad	Responsible for updating and submitting the Final Workflow Specifications for those workflows assigned to the consultants Accountable to review the Final Workflow Specifications for those workflows assigned to the Client
Organizational Readiness Track						
O4 3	O3 5 F4 1	Training Materials Development	End user training sessions require the development of printed and/or online materials. These materials will be used by the various user audiences during and after training as well as by instructors to deliver training. Materials will be developed using City's preferred software of choice. All training materials will be developed in accordance with the Project Standards and Procedures defined in the Initiation Stage of the project	Each course guide will minimally contain the following: <ul style="list-style-type: none"> • Table of Contents • Course outline • Course objectives • PeopleSoft content • User activities Each document will be reviewed with the appropriate Client leads and end users. The Client training lead and change management lead will be expected to sign off on each master document when complete.	The COG team will develop training materials based on the previously established Training Curriculum	CherryRoad will be available to provide advice and guidance
O4 4	O4 3 O3 6	Deliver Classroom Training	CherryRoad consultants deliver the initial course offering with Client trainers assisting. Then, Client trainers lead each session with a Client assistant and CherryRoad training experts monitoring the delivery quality.	The deliverable will be considered complete following the completion of the initial CherryRoad led training sessions are delivered, training attendance reports are prepared, and training attendee evaluations analyzed.	The COG team will deliver training to City staff	CherryRoad will be available to provide advice and guidance
O4 5	O4 3 O3 6	Deliver Computer-Based Training	End user training courses that are appropriate for online delivery will be published using the City's software of choice. Deployment of online training is dependent upon technology available to the Client.	This deliverable will be considered complete when the computer-based training content has been deployed and made available to the targeted training audience.	The COG team will produce CBT training materials for City staff	CherryRoad will be available to provide advice and guidance



3.2.5 Deployment

ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
Project Management Track						
P5 1	P4 1 A5 1	Execute Deployment Plan	The Execute Deployment Plan deliverable represents the completion of each task identified in the Deployment Plan	The acceptance criteria are the successful completion and documentation of each task in the Deployment Plan deliverable	Accountable to participate in the daily and hourly cutover tasks prior to go-live Responsible for completing assigned tasks as defined by the detail cutover matrix included in the Deployment Plan deliverable	Responsible to lead the team as well as execute the daily and hourly cutover tasks prior to go-live Responsible for completing assigned tasks as defined by the detail cutover matrix included in the Deployment Plan deliverable
P5 2	F5 1	Final Acceptance	Final Acceptance deliverable documents the Client's acknowledgment of the satisfactory completion of the CherryRoad assigned conditions, per the Conditional Acceptance deliverable. In so doing the Client also acknowledges final acceptance of the project phase	The Final Acceptance deliverable lists the conditions identified in the Conditional Acceptance deliverable, assigning a status of complete. The deliverable acknowledges the completion of CherryRoad assigned project tasks and obligations for the project phase	Accountable for assisting CherryRoad in the resolution of CherryRoad assigned conditions, per the Conditional Acceptance deliverable Responsible for reviewing and approving the Final Acceptance deliverable	Responsible for resolving CherryRoad assigned conditions, per the Conditional Acceptance deliverable Responsible for completing and submitting the Final Acceptance deliverable
Functional Track						
F5 1	P5 1 O4 2	Production Support	For the period of time agreed to in the Statement of Work, the consultants will provide onsite support to the Client to assist in the resolution of production issues and to resolve the list of open items identified in the Conditional Acceptance deliverable	The Deliverable is complete when both the onsite support hours identified in the Statement of Work, and the list of open items in the Conditional Acceptance deliverable have been closed	Responsible for managing the production environment according to the policies and procedures defined by the Operations and Maintenance Plan	Accountable for assisting the Client with the implementation of the policies and procedures defined by the Operations and Maintenance Plan, as well as to resolve production issues during the production support period defined by the Statement of Work Responsible for resolving open items identified in the approved Conditional Acceptance deliverable



ID	Predecessor	Deliverable Name	Deliverable Description	Deliverable Acceptance Criteria	Client Role	CherryRoad Role
Organizational Readiness Track						
O5 1	P5 1	End of Project Assessment	<p>The Organizational Readiness team conducts a final survey to determine the overall effectiveness of the project team</p> <p>A summary report will be provided to the project team, while a detailed data report is provided to the project leaders for review and approval. As with the initial Leadership and Goal Alignment Assessment, these findings will be discussed with the team in a constructive and confidential manner</p>	<p>The End of Project Assessment is an MS Word document that will contain the data collected in both summary and detail</p> <p>The deliverable will be considered complete following the presentation of the report's findings to the Client leadership and the review and approval of the deliverable by the Client Organizational Change lead</p>	<p>Accountable for participating in the development of the End of Project Assessment and for ensuring Client leadership participation in the findings presentation</p> <p>Responsible for reviewing and approving the end of Project Assessment deliverable document</p> <p>NOTE: The COG team and management will conduct an evaluation of the project as well as team member effectiveness to identify what areas were successful and areas that can be improved upon</p>	CherryRoad will be available to provide advice and guidance
O5 2	P5 1	Ongoing Education Strategy	<p>The objective of the Ongoing Education Strategy deliverable is to define the following ongoing training considerations</p> <ul style="list-style-type: none"> • Ongoing Education Needs Analysis • Projected Education timeline • Education and support recommendations 	<p>The Ongoing Education Strategy deliverable will be considered complete when the following items have been developed and documented in the Ongoing Education Strategy deliverable document</p> <ul style="list-style-type: none"> • Ongoing Education Needs Analysis • Projected Education timeline • Education and support recommendations • Ongoing Education Strategy Document 	<p>Accountable for participating in the development of the Ongoing Education Strategy deliverable</p> <p>Responsible for reviewing and approving the Ongoing Education Strategy deliverable document</p> <p>NOTE: This will be incorporated into the Training Strategy document</p>	CherryRoad will be available to provide advice and guidance



4.0 Upgrade Timeline

4.1 High-Level Gantt Chart

Schedule Constraints

The City has identified the following scheduling constraint

Key HCM personnel will be working on preparing Open Enrollment starting in March 2014. The City's Open Enrollment period occurs in May 2014 for a July 1, 2014 effective date. Planning for that period during March/April, working within the Open Enrollment period in May, and finalizing elections after Open Enrollment is concluded (June) will put a constraint on the availability of HCM personnel to work on the upgrade project.

Below is the upgrade timeline reflecting the approach to be taken during the Project. The deliverables that will be completed during the Project are outlined in the CherryRoad Upgrade Approach in Section 5.0 of this document. Additional detail will be added to the Project Plan once the Project Scope Document has been approved. Dates depicted are estimates. Actual dates will be specified in the Preliminary Project Plan and Updated Project Plan deliverables.

Task Name	Duration	Start	Finish	Predecessors	Q4 '13				Q1 '14			Q2 '14			Q3 '14				
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
City of Glendale High-Level Project Plan	235 days	Mon 11/4/13	Fri 9/26/14																
- HCM Upgrade	235 days	Mon 11/4/13	Fri 9/26/14																
Stage I Initiation	15 days	Mon 11/4/13	Fri 11/22/13																
Stage II Planning & Analysis	25 days	Mon 11/25/13	Fri 12/27/13	3															
Stage III Design & Development	55 days	Mon 12/30/13	Fri 3/14/14	4															
Stage IV Testing & Training	120 days	Mon 3/17/14	Fri 8/29/14	5															
Stage V Deployment	20 days	Mon 9/1/14	Fri 9/26/14	6															

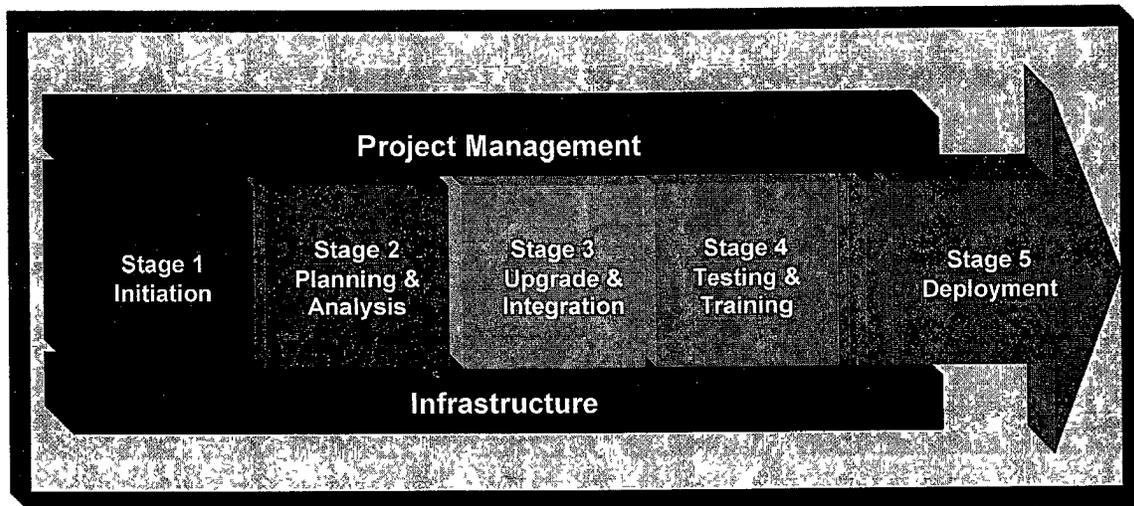
5.0 Upgrade Approach

5.1 Upgrade Methodology

CherryRoad's methodology incorporates what CherryRoad has learned through its extensive experience upgrading PeopleSoft applications in a wide range of environments. This proven methodology facilitates a rapid conversion, effective upgrade process, and on time and on budget Project completion.

CherryRoad's five-stage, deliverable-based methodology is structured in accordance with project management best practices. Each upgrade task rolls up to a summary task or work package and each series of work packages forms a deliverable. This disciplined approach is translated easily into a well-organized Project schedule and work breakdown structure. The City of Glendale Steering Committee is given clear visibility so that it may monitor and control the effectiveness and progress of the Project Team. The description of the deliverables for each Stage is included in the following detailed work breakdown structure (WBS).

Both the City of Glendale and CherryRoad share responsibility to accomplish assigned Project tasks. CherryRoad is tasked with the leadership position in each stage of the Project and associated deliverables except where noted in Section 5.3. CherryRoad is ultimately responsible for the successful completion of the Project. The following graphic depicts the five stages of the CherryRoad methodology.



Within each Project stage, the CherryRoad team will organize the Project deliverables into seven focus areas or upgrade tracks.

- **Project Management** – The Project Management track generally includes those tasks and deliverables that address planning as well as monitoring and controlling processes.
- **Application Upgrade** – The Application Upgrade track includes tasks and deliverables associated with the actual physical upgrade of the City's application and database from the current version to the upgraded version.

- **Functional** – The Functional track includes those tasks associated with the identification of requirements and all testing aspects for the upgrade
- **Development** – The Development track includes those tasks associated with new and retrofitted technical development such as interfaces, customizations, and reports so that these elements continue to function in the upgraded system.
- **System Administration** – The System Administration track includes those tasks and deliverables that support the retrofit and upgrading of the PeopleSoft security, and workflow
- **Infrastructure** – The Infrastructure track includes those tasks and deliverables required to successfully upgrade the computing architecture including hardware, software, database, and network components
- **Organizational Readiness** – The Organizational Readiness track includes those tasks and deliverables required to prepare the City organization for the upgraded system, which include communications, change management, and end user training

The following is an overview of the CherryRoad upgrade methodology by Project stage. A Work Breakdown Structure graphic and detailed information on the Project deliverables that will be utilized follows this narrative.

Stage 1 – Initiation

In this stage, the Project leadership establishes the foundation for Project success by ensuring the Project objectives and success criteria are clearly defined and that expectations are properly set with key stakeholders and sponsors alike. During Initiation, CherryRoad will establish the preliminary Project Plan and define the processes, procedures and tools for planning, monitoring and controlling the Project. This will provide the definition and stability required to achieve Project goals. City Project Team members are trained in preparation for Stage II – Planning and Analysis.

Stage II – Planning and Analysis

The Planning and Analysis stage begins with a comprehensive review of the City's requirements. Using the Statement of Work as the starting point, the Project Team will review all identified functional, development, and system administration requirements and will further elaborate on those requirements by updating or creating the requirements matrix and produce a series of requirements deliverables. Following the completion of the requirements analysis, the Project Team will conduct a Fit/Gap Analysis and produce a deliverable identifying all of the known gaps between the City's requirements and the delivered upgraded system. The Project Team will then produce a Gap Resolution deliverable which records the City's decision on how to address each Gap (business process work around, policy change, customization, etc.). On completion of the Gap Resolution deliverable, the Project Team can define the final scope of the Project, which is captured in the Project Scope Document. The Project scope then drives the schedule, allowing Project management to produce the Project Plan Updated deliverable.

Stage III – Upgrade and Integration

The next stage of the Project is Stage III – Upgrade and Integration. The immediate focus of the Project Team is to begin the process of upgrading the application through the Initial Upgrade Complete deliverable. A copy of the City's existing database is upgraded to the new version using a combination of delivered Oracle/PeopleSoft upgrade scripts and custom scripts developed by the Project Team.

A Test Plan is developed during this stage to define the approach necessary to fully test the upgraded database and retrofitted custom development throughout each of the test moves. The functional team members will complete the Application Configuration in support of the upgrade and produce a draft Application Configuration Document for new tables and features within the upgraded version.

During this stage, specifications for interfaces, customizations and reports requiring retrofit are created and the subsequent development work is completed. The System Administration team will also create specifications and execute the required configuration of the Security and Workflow elements of the system.

The Project team will work closely with the City's Training Specialist to create the Training Plan.

Stage IV – Testing and Training

The primary focus of Stage IV – Testing and Training is for the Project Team to execute an extensive upgrade conversion testing program, and to conduct a comprehensive end user training initiative to ensure both a quality system and a prepared user population. The focus of the functional, development, and system administration team members will be to execute the tasks and complete the deliverables identified in the Test Plan deliverable (Stage III). This will include test move completion, test script development, system/integration testing, performance testing, and user acceptance testing. Project Team members will collaborate on conducting the testing, reporting defects, and implementing fixes to ensure quality.

Following the successful completion of the testing program, the Project Team updates all impacted application configuration, development programs, and system administration configuration. Upon completion of the updates, all development specifications are updated to include the latest decisions, configuration, and program code in preparation for the transition of the system from the Project Team to the operations team following Stage V – Deployment.

As the functional, development, and system administration Project Team members are engaged in the testing program, the Organizational Readiness Team is focused on the end user training initiative. Project Team members complete the tasks and deliverables outlined in the Training Delivery Plan including the development of training materials, delivery of end user classroom training, and the deployment of computer based training tools.

While the Project Team is primarily focused on the completion of both the testing and training programs, Project management is also focused on preparing for Stage V – Deployment. The Project management teams from CherryRoad and the City collaborate on the development of the Deployment Plan.

Stage V – Deployment

The final stage of the Project is Stage V – Deployment. In this Project stage, the application is upgraded for the final time from the current version production environment to the new version production environment, and system support transitions from the Project Team to the City's operations team. Prior to the start of Stage V – Deployment, the Project Team will have clearly defined the steps necessary to achieve these objectives.

5.2 High-Level 'Technical' Upgrade Summary

CherryRoad Technologies has developed the following summary of tasks which summarizes our technical upgrade approach. The following are integrated into the above methodology.

- **Install HCM 9.2 Demo** – Build Web, Application and Database servers, Apply required Patches & Fixes, Create additional working environments, Apply needed application Patches and Fixes
- **Configure Environment (9.2)** – Define upgrade defaults, install upgrade assistant
- **Assess 'New' Functionality** – Assess new delivered functionality and determine the impact on the current business processes. Determine the impact on whether existing customized solutions should be carried forward or 'new' functionality implemented
- **Upgrade Toolset 8.53**– In order to implement a successful upgrade, you must apply the necessary PeopleTools changes. From this point forward, all steps will be run using the newly installed version of the Toolset on the Copy of Production
- **Execute Compare Reports** – Execute compare reports between 8.9 objects and 9.2 objects, set compare flags to determine what customizations and objects are carried forward through the delivered process. This process will include verifying delivered functionality which could replace current customizations
- **Modify Database Structure** – Execute various scripts and processes will be run to modify the database structure which will update 8.9 objects with 9.2 objects based on the flags set in the compare process
- **Execute Data Conversion Scripts** – Populate new tables and columns, generate and run SQL to delete identified obsolete columns
- **Identify and Retrofit Customizations back into 9.2 objects (PS/DB Objects only)** – Reapply any customizations manually which were not brought forward through the compare and upgrade process, verify objects that were brought forward. Assess the level of work needed to address SQR and Query changes
- **Retrofit non-PeopleSoft Objects (i.e. SQRs, etc.)** – Retrofit all impacted SQRs which need modification due to either object changes (i.e. table changes) and or new 9.2 functionality changes
- **Step 1 - Final Wrap-up/Audit** – Execute miscellaneous processes, stamp database, and verify audit reports
- **Initial Pass 1 Completed – 9.2**
- **Testing** – To ensure integrity of the application, testing will validate the upgrade of the application and take place beginning with the completion of the Initial Pass 1 and completing with testing on Pass 2 and Pass 3 before Go-Live and on upgraded production instance before releasing the application to user community
- **Production Pass 2** – In this step a subset of the 'Initial Pass' tasks will be executed. Pass 2 is used to work out any issues identified through the 'Initial' pass and to verify the timings of each step, which will allow the planning of your production downtime for your move to production weekend. Application 'users' will be required to execute their user acceptance and system/integration testing on these passes
- **Production Pass 3** – In this step a similar set of tasks from Pass 2 will be followed. This allows for another opportunity to validate the timings of each step in the upgrade process

and serves as a final opportunity for application users to execute any final user acceptance tests.

- **'Final' Production Pass 4** – In this step the same scripts which were executed in Pass 1, 2 and 3 will be executed again. Pass 4 verifies the timings of each step and provides another practice run of the things that will be needed on Go-Live weekend. This 'pass' is expected to be issue free. Functional users will be required to execute cursory testing to ensure nothing has changed between Pass 1 and Pass 4.
- **Move to Production (Go-Live)** – The delivery of a fully operational system marks the completion of the project. Go-Live cut over is usually executed over a weekend. This step duplicates the tasks executed in Pass 4. At the completion of this step, you will have an upgraded 'Production' environment. To ensure the integrity of the application, cursory testing will be required before turning the application over to the production users.
- **Post-Production Support** – Refer to section 3.1.10, Post-Implementation Support.

5.3 Recommended Database Instances

Application Environments

The upgrade will be supported by the following environments (database names are sample names that will correspond to recommended project environments)

- **HRPRD** - Existing Production 8/9/52 on Oracle
- **HRUPG** – Copy of HPRD on Linux/OracleServer for the Initial Upgrade to 9/2/53. This environment will be maintained throughout the project, and access to it will be tightly controlled since it will serve as the template for the final Production environment.
- **HRDMO89** – Demo 8/9/53 on Linux/OracleServer to support first upgrade path.
- **HRDMO92** – Demo 9/2/53 on Linux/OracleServer to support second upgrade path. After the completion of the Initial Upgrade, subsequent patches and fixes will be introduced into the FNUPG.
- **HRTM** – Test Move 9/2/53 on Linux/OracleServer. For each subsequent Test Move, this database will be refreshed with a new Copy of Production and upgraded to 9/2/53 through the two-path process.
- **HRDEV** – Development 9/2/53 environment copied from FNUPG, for all technical development, customizations retrofit and testing. This database will be maintained throughout the project, and access to PeopleTools will be restricted to technical resources.
- **HRTST** - Test 9/2/53 environment copied from FNUPG, for all functional configuration and testing. This database will be refreshed after designated Test Moves.
- **HRTRN** – Training 9.2/53 environment copied from FNTST, after Integration Testing has concluded.
- **HRPRD** – Final upgraded Production 9/2/53 environment on Linux/OracleServer. The new non-Production environments (e.g., Development, Test, etc.) will be copied from this environment.

6.0 Project Administration

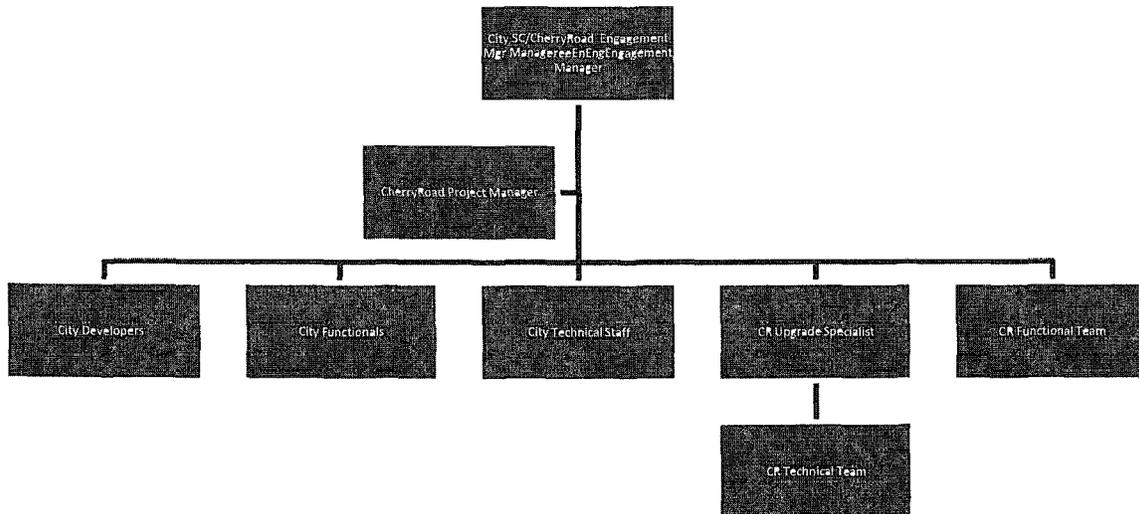
To achieve the upgrade objectives identified in Section 1.1 of this Statement of Work, policies and procedures for Project administration will be established. The following elements of Project administration will provide effective Project controls by establishing clear accountability at all levels of the Project.

6.1 Project Governance Structure

A City of Glendale Executive Steering Committee (Strategic Steering Committee) will oversee the Project. This Committee's membership includes senior management from the following Administrative Departments:

- Human Resources Director
- Finance Chief Financial Officer
- Budget Chief Budget Officer
- Information Technology Deputy Chief Information Technology Officer

The following governance structure will be instituted for the Project and adhered to by the Project Team regarding communications, scope decisions, policy decisions, issues resolution, and change management.



*The organization chart will be finalized during the initiation stage of the project.

6.2 Quality Assurance

The CherryRoad Project Manager will ensure that the Project objectives are being met and that the approach is refined whenever necessary. The following tools will be utilized for this purpose:

- Weekly status meetings and Project reviews
- Weekly status reports and resource reviews
- Monthly Steering Committee meetings
- A Work Breakdown Structure (WBS) to serve as a basis for the detailed Project Plan
- The Project Plan, developed in Microsoft Project
- A clearly defined organizational structure

Project risks will be jointly monitored and mitigated by the joint Project management team.

CherryRoad is providing an Engagement Manager for the duration of the Project. The Engagement Manager will provide further oversight of the Project to ensure City of Glendale's objectives are being met.

6.3 Project Reporting

The objective of Project reporting is to communicate and review status, inform the team of upcoming events and milestones, and to identify and review Project issues. Specifics on Project Reporting will be provided in the Project Standards and Procedures deliverable created during the Initiation Stage of the Project.

6.3.1 Document Standards

The CherryRoad and City of Glendale Project management teams will jointly develop document standards that will be used for all deliverables. Identification of documentation standards will include physical elements of the deliverables as well as the procedure for developing, updating, distributing, and archiving the documentation. Project documents will be maintained on the City's SharePoint system.

6.3.2 Project Control Documents

Project Control documents are those documents established early in the Project that will provide the Project Team with a road map for completing the Project.

6.3.2.1 Statement of Work

The Statement of Work document is an attachment to the contract. The Statement of Work outlines the Project scope, approach, protocols, timeline, and resources. The document serves as a guide to the Project Team.

The Statement of Work will only be amended following an agreement by both City of Glendale and CherryRoad that a key Project variable should be changed, such as Project scope, approach, protocols, timeline, or resources.

6.3.2.2 Project Scope Document

The Project Scope Document is completed at the conclusion of the Planning and Analysis stage. This document incorporates the findings and recommendations based on fit/gap decisions, interface, reports and customization decisions. The Project Scope Document also validates Project tasks, timelines, Project approach and assumptions.

The Project Scope Document will further define and detail the scope of the Project and upon its approval the Project Team will use this document as the basis for determining scope for the remainder of the Project. Although major changes are not expected at this point, should changes in Scope be necessary that have a material impact on schedule, cost or resources, a Change Request will be created. The protocol for the Change Request process can be found in Section 11.2.1 of the SOW.

6.3.2.3 Updated Project Plan

The Updated Project Plan lists all Project tasks required to achieve the goals identified in the Statement of Work. Both City of Glendale and CherryRoad tasks, deliverables and resources are included in the plan. The timeline and resources required to complete the tasks are identified, and the dependencies between tasks are listed. The Updated Project Plan is updated on a weekly basis as a means of tracking the team's progress relative to each Project task. The CherryRoad Project Manager is responsible for completing the weekly updates to the Project Plan. The CherryRoad and City of Glendale Project management teams will jointly develop recommendations on ways to collect information needed for Project Plan updates.

6.3.3 Project Status Reports

Project status reports are regular communications across the Project Team that ensure each team member understands the overall progress of the Project, and issues are identified and addressed in a timely manner.

6.3.3.2 Project Manager Status Reports

The CherryRoad Project Manager consolidates the individual team member status reports into a single Project status report. This Project Manager Status report is used as the basis of the Executive Status Report.

6.3.3.3 Executive Status Report

The Executive Status Report aggregates all relevant Project information to enable executive sponsors to act on issues and decisions that are critical for the success of the Project. The Executive Status Report is created and presented by the CherryRoad Project Manager during each Steering Committee meeting.

Specifics on all status reports will be determined as part of the Project Standards and Procedures deliverable.

6.3.4 Issues and Risks

The Project Team will utilize the Implementation Tracker Tool or SharePoint to track both issues and risks.

6.3.4.1 Issue and Risk Definition

An issue is defined as any realized concern, problem, or item impacting the Project timeline, resources, or scope of work. Issues may be related to the application technology, business process, City of Glendale policy, organizational structure, etc. Unrealized concerns, items, and potential problems are categorized as risks to the Project which will be jointly monitored and mitigated by both the City of Glendale TAC team and the CherryRoad Project Manager.

6.3.4.2 Issue and Risk Tracking

Upon identification of Project issues and risks, team members are responsible for adding the issue or risk to the Implementation Tracker Tool. Both the City of Glendale TAC team and the CherryRoad Project Manager will review issues and risks on a regular weekly basis during Project team meetings. The CherryRoad Project Manager and the City of Glendale TAC team will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. During the critical stages of the Project, both the City of Glendale TAC team and the CherryRoad Project Manager will review the issues and risks on a daily basis.

6.3.4.3 Issue Escalation

In the event that an issue cannot be resolved in a reasonable timeframe to the mutual satisfaction of City of Glendale and CherryRoad, CherryRoad Project Manager and City of Glendale's TAC Team will escalate to project Steering Committee.

6.4 Project Team Meetings

As part of the Project Standards and Procedures deliverable, the CherryRoad Project Manager and City of Glendale TAC Team will jointly determine specific resource meeting responsibilities and procedures. This will include Project Team, Project Manager, Steering Committee and individual team members meetings.

6.4.1 Steering Committee Meetings

The purpose of the Steering Committee meetings will be to inform the Project sponsors as to the overall Project progress and to solicit key decisions. The CherryRoad Project Manager and City of Glendale Project Manager will complete the Executive status report prior to the start of the Steering Committee Meeting. The City of Glendale Project Manager will facilitate the Steering Committee meeting. Materials for this meeting will be completed and distributed to concerned parties on the day prior to the meeting. City of Glendale may designate a resource to record meeting minutes.

6.4.2 Weekly Project Status Meetings

Weekly Project status meeting will be held involving team members from both City of Glendale and CherryRoad. These meetings will be facilitated by the CherryRoad Project Manager and will allow the leads for each functional and technical area to communicate progress achieved in meeting milestones and raise issues that need to be addressed. The frequency of this meeting may be modified by the project managers on an as-needed basis.

7.0 Training Approach

7.1 Core Team Training

The City has no plans for to obtain PeopleSoft HCM training at this time.

7.2 End User Training

The City of Glendale will produce and deliver all End-User Training as part of this project, as outlined in the Work Breakdown Structure project deliverables, listed in Section 3.0 of this document

8.0 Project Staffing Plan

8.1 Project Team Roles and Responsibilities

The following table outlines the detailed roles and responsibilities for each City of Glendale and CherryRoad resource

Role	City of Glendale Responsibilities	CherryRoad Responsibilities
City of Glendale Steering Committee	<ul style="list-style-type: none"> » Ultimate authority and responsibility for the Project » Actively promotes the Project and builds support across the organization during the Project » Delegates authority to City of Glendale and CherryRoad Project staff consistent with the roles outlined below, and communicates this delegation internally » Directs or authorizes necessary policy changes which affect City of Glendale or Department operations » Builds consensus for process change with department peers and other decision-makers » Provides guidance and direction relating to mission critical issues beyond the authority of the Project Team » Assists the Project Team in the resolution of issues that are not being properly addressed or resolved and may impede Project progress » Communicates on a frequent basis with the CherryRoad Engagement Manager, City of Glendale Project Manager, and CherryRoad Project Manager » Provides final approval of scope, resource and timeline changes » Provides evaluation of Project success after implementation 	N/A

Role	City of Glendale Responsibilities	CherryRoad Responsibilities
City of Glendale SME's (Selected Dept Liaisons)	<ul style="list-style-type: none"> » Have a thorough understanding of their areas of expertise » Assist with the assessment of City of Glendale's business processes and help to identify ways the new system can be utilized to fulfill those requirements as-needed » Assist in the resolution of issues impacting their areas of expertise when requested by functional managers or leads » Conduct system review and system/ integration and user acceptance testing through the execution of test scripts and documentation of results 	N/A
CherryRoad Engagement Manager	N/A	<ul style="list-style-type: none"> » Overall responsibility for the Project's successful implementation and represents CherryRoad in selected meetings with the Project Executive Sponsors » Ensures that the implementation team is committed and motivated to meet the Project scope and timeline » Provides periodic quality assurance reviews » City of Glendale's contact for resolving any executive-level questions or issues related to the CherryRoad's staff and/or performance » Manages and assigns tasks/resources to CherryRoad Project Manager, and provide oversight and assistance with the identification and acquisition of needed resources » Draws in additional CherryRoad resources as necessary to reach a successful Project completion » Resolves or evaluates Project issues in the areas of upgrade strategy and customer relationship » Monitors and tracks high-level progress, quality assurance and customer satisfaction

Role	City of Glendale Responsibilities	CherryRoad Responsibilities
<p>City of Glendale TAC Team/ CherryRoad Project Manager</p>	<ul style="list-style-type: none"> » Works with CherryRoad Project Manager in issues resolution process » Works with CherryRoad Project Manager to communicate on a regularly scheduled basis with the Executive Sponsors to assure issues are handled in a timely and effective manner » Communicates on a regularly scheduled basis with the City of Glendale's TAC Team » Monitors and reports on the Project budget » Manages and coaches the work of City of Glendale Project Team members to assign Project staff as needed » Guides the deliverable approval process, including obtaining feedback, recommending revisions, and reviewing progress reports » Works with the CherryRoad Project Manager to resolve issues and make decisions where conflicting demands or requirements between modules or sponsor departments surface » Provides support to Functional Leads in getting buy-in or definitive answers from stakeholders » Provides final approval of all work units, tasks and system modifications » Communicates regularly with production staff to ensure that Project activities do not adversely impact production environment and activities » Assists in identifying, quantifying and mitigating risks 	<ul style="list-style-type: none"> » Controls day to day aspects of the Project including scope, schedule and resources » Provides regular reporting on the Project status and associated issues » Identifies and manages Project risks » Serves as the first point of issue escalation for the Project Team » Responsible for monitoring and maintaining quality standards » Manages all defined CherryRoad responsibilities within the scope of services » Develops the Project Plan and schedule » Defines Project roles and estimated time commitments for each role » Coordinates and oversees the day-to-day Project activities of the Project Team » Monitors Project progress against the Project Plan to quickly identify any areas that are falling behind and in need of corrective action » Escalates Project issues, Project risks, and other concerns to City of Glendale Project Manager, CherryRoad Engagement Manager and Executive Sponsors if necessary » Prepares all Project deliverables and provides feedback » Proactively proposes/suggests options and alternatives for consideration » Utilizes change control procedures » Prepares Project templates and standards and materials » Prepares migration plan » Organizes and chairs weekly Project Team meetings

Role	City of Glendale Responsibilities	CherryRoad Responsibilities
Functional Lead	<ul style="list-style-type: none"> » Works with the CherryRoad Functional Lead to provide support and make people available to help CherryRoad prepare current and proposed business process diagrams to be used during Fit/Gap sessions » Works with the CherryRoad Functional Lead to provide support to ensure that critical topics are covered for the Fit/Gap sessions » Assists the CherryRoad Functional Lead to prepare general system design documents » Assists the CherryRoad Functional Lead to prepare detail system designs that are sufficient for assignment to technical resources » Assists the CherryRoad Functional Lead to complete all changes to system configuration » Reviews work completed by the CherryRoad Functional Lead and provides recommendations where necessary » Contributes agenda items for the weekly Project Team meetings » Identifies and documents system bugs, in cooperation with CherryRoad Functional Lead, reviews bug fixes and provide input to help determine the impact of applying these updates to the software » Works with Change Management Lead and CherryRoad Functional Lead to define key business processes, develops detailed training curricula and lab exercises using the capabilities of identified training tool that will be utilized for the project » Coordinates validation of Data Conversions 	<ul style="list-style-type: none"> » Works with the Project Management to create a detailed Project Plan for the design, testing and implementation of a specific application module » Prepares current and proposed business process diagrams to be used during Fit/Gap sessions » Schedules and moderates Fit/Gap sessions, leads the discussion to assure that critical topics are covered, takes notes, prepares meeting summary, and schedules any necessary follow-up sessions This includes security components » Responsible for all changes to system configuration » Prepares general system design documents » Prepares detail system designs that are sufficient for assignment to technical resources » Reviews work completed by City of Glendale Functional Lead and provides recommendations where necessary » Contributes agenda items for the weekly Project Team meetings » Identifies and documents system bugs, in cooperation with City of Glendale Functional Lead, reviews bug fixes and documentation to determine impact of applying these updates to the software, and, communicates plan of action to programming staff » Works with Business SME's to create comprehensive testing scenarios and scripts » Responsible to work with the City of Glendale Functional Lead to define key business processes, develops detailed training curricula and lab exercises using the capabilities of identified training tool that will be utilized for the project » Assist City of Glendale with the validation of the data conversion

Role	City of Glendale Responsibilities	CherryRoad Responsibilities
<p>Technical Resources</p>	<ul style="list-style-type: none"> » Adopts technical standards and guidelines » Identifies existing enterprise applications that will become part of the PeopleSoft deliverable and make available the information that would be converted or used by inbound or outbound interfaces » Identifies existing technical process flows that must be covered by the PeopleSoft system » Identifies existing job-streams that are executed at pre-determined frequencies so that their functionality can be validated by the PeopleSoft delivered and custom defined processes » Contributes information for any new or modified City of Glendale interfaces specifications that need to be developed as part of the upgrade » Develop and test changes necessary to external system interfaces, as a result of the PeopleSoft upgrade Verifies each unit-tested interface meets requirements » Provide support to the functional leads to complete data cleansing tasks, as needed for the upgrade Perform unit testing on assigned retrofitting or newly developed modifications to ensure it meets the specified requirements » Assists with the coordination of Security setup » Monitors scope » Identifies critical processes that exist outside of the PeopleSoft application that must be monitored and audited » Provides input to help the CherryRoad Technical resource develop detail design for any conversion, interfaces and modifications, as needed » Reviews detailed conversion design with Project Team » Reviews Preparation of the Development and production environments » Coordinates with the PeopleSoft administrator » Reviews the Preparation of the production environment 	<ul style="list-style-type: none"> » Provides Technical Standards and guidelines » Provides Security Standards and guidelines » Works with City of Glendale DBA to establish System Database Environments » Provides a point of contact for technical specifications » Provides skills-sets definitions for City of Glendale team » Programs and unit-test approved modifications » Conducts a Production Planning meeting to address the development of the Development and Production environments » Development of any new or modified Interface Specifications » Performs review and internal quality assurance on all application deliverables » Manages the identification and resolution of technical issues » Coordinates and completes format, script-driven data conversion tasks for mass changes at source for providing data translations acceptable to the PeopleSoft environment » Verifies each unit-tested interface meets requirements » Verifies each unit-tested conversion meets requirements » Verifies each unit-tested modification meets its requirements » Coordinates security setup » Coordinates all tasks of the vendor technical team » Works closely with City of Glendale's technical lead to ensure Project deliverables are on time » Provides consolidated weekly status reporting for Project management » Monitors scope » Performs unit testing for all assigned retrofitting or newly developed conversions, modifications and interfaces » Prepares production environment » Designs, organizes and implements application security » Builds and deploy the security roles » Designs ongoing security administration policies and procedures

Role	City of Glendale Responsibilities	CherryRoad Responsibilities
Database Administrator	<ul style="list-style-type: none"> » Guides the Partner DBA with respect City of Glendale database protocols and standards » Provides guidance in database creation, optimization, backup and recovery, and normal maintenance for the Oracle/PeopleSoft database » Provides security management and access to the City of Glendale Database » Provides direction and consultation regarding the establishment and optimization of the Oracle/PeopleSoft database to ensure compliance with City standards » Creates and optimizes new Oracle PeopleSoft databases for the Project » Develops backup and recovery strategy » Perform analysis and tuning of Project environments, as needed » Provides timelines and defines database requirements » Provides environment planning, creation and refreshes » Responsible for and performs data migrations and related troubleshooting » Perform PeopleTools and application upgrades » Install patches and fixes to all development and test environments » Perform analysis and tuning of PeopleSoft environments » Troubleshoot and resolve upgrade scripts » Optimize upgrade scripts performance » Monitor Oracle Server database health 	<ul style="list-style-type: none"> » Provides direction and consultation regarding the establishment and optimization of the target Oracle/PeopleSoft database » Works with the City DBA to create and optimize new Oracle/PeopleSoft databases for the Project » Works with the City to develop a backup and recovery strategy » Provides timelines and defines database requirements » Provides environment planning, creation and refreshes » Responsible for and performs data migrations and related troubleshooting » Perform PeopleTools and application upgrades » Install patches and fixes to all development and test environments » Perform analysis and tuning of PeopleSoft environments » Troubleshoot and resolve upgrade scripts » Optimize upgrade scripts performance » Monitor Oracle database health
PS Administrator	<ul style="list-style-type: none"> » Provide guidance to the CherryRoad Technical Resource with the planning, creating and refreshing the development, testing, and production environments » Responsible for the high-level design of the technical solution » Proposes the use of appropriate technology to meet the needs of the organization » Determines hardware configurations and the number of databases, and the criteria for data sharing and storage » Provides infrastructure support including preliminary design and planning for the RDBMS architecture and performance tuning issues between PeopleSoft/Oracle and other environments and the hardware, and will also provide database administrator (DBA) support as needed 	<ul style="list-style-type: none"> » Responsible for the high-level design of the technical solution » Proposes the use of appropriate technology to meet the needs of the organization » Determines hardware configurations and the number of databases, and the criteria for data sharing and storage » Provides infrastructure support including preliminary design and planning for the RDBMS architecture and performance tuning issues between PeopleSoft/Oracle and other environments and the hardware, and will also provide the City database administrator (DBA) support as needed

Role	City of Glendale Responsibilities	CherryRoad Responsibilities
Upgrade Specialist	<ul style="list-style-type: none"> » Responsible for running all compare reports » Executes all upgrade scripts 	<ul style="list-style-type: none"> » Responsible for running all compare reports » Executes all upgrade scripts
Training Specialist/ Change Management	<ul style="list-style-type: none"> » Responsible for all End User Training Delivery » Primary Responsibility for Training Material development » Responsible for all training logistics including training rooms, supplies, schedules and attendance tracking 	» N/A

9.0 Third Party Services

9.1 Third Party Services

No third party services will be utilized as part of this Project

10.0 Additional Descriptive Information

10.1 Updates/Fixes

CherryRoad is responsible for applying updates and bundled application fixes released by Oracle during the course of the Project. Individual updates and fixes will not be applied unless it has been determined that the Project's progress will be materially impeded if the update or fix is deferred until the next bundled release. Minor PeopleTools upgrades and fixes, defined as releases with a change to the second decimal place of the version (e.g., 8.5X) will also be applied when they are made available for general release. In both cases, the final applications and tools release will be jointly agreed upon by both CherryRoad and City of Glendale, and will be determined by ensuring that there is sufficient time for regression and user acceptance testing and sign-off prior to the go-live date.

The City of Glendale Project Manager and CherryRoad Project Manager will mutually agree as to when the application of bundled fixes will cease so as to not interfere with development work. The City of Glendale Project Manager and CherryRoad Project Manager will mutually agree to when the application of bundled fixes resumes after go-live in order to allow for adequate testing.

For this project, it is anticipated that a freeze will commence after the release of Tax Update 2014-A, along with the current release of PeopleTools. This freeze is identified so that the testing effort can proceed with expected results, and not have unpredictable additional issues arise as a result of the application of the Tax Update or Application bundle. In particular cases where necessary, the CherryRoad Project Manager and the City of Glendale will mutually agree to apply a particular Tax Update and/or Application bundle/fix, should this be necessary for the resolution of a particular issue, or to keep current with tax updates if there is a schedule constraint towards the end of the year.

CherryRoad will also configure, deploy and provide knowledge transfer for the Oracle/PeopleSoft Change Assistant that City of Glendale technical support team will utilize to find, analyze, download and install application patches and updates. The Environment Management Hub (EM Hub) will be used to gather environment information including licensed products and maintenance history and upload it to Oracle/PeopleSoft. EM Hub provides:

- A GUI Interface for installing, applying and synchronizing system patches and modifications across multiple environments
- Installation of a series of patches in multiple environments with minimal user intervention through automated patch installation
- Verification of prerequisites and determination of the order to apply the software updates
- Application of software updates with minimal user intervention, following the delivered Oracle Change Assistant templates
- A complete history of all software updates applied to each environment

11.0 Upgrade Costs

11.1 Upgrade Costs

The table below summarizes the total upgrade costs for services

Phase	Deliverable ID	Description	Estimated Date	Deliverable Amount
1	P1.1	Preliminary Project Plan	11/18/2013	\$ 52,032 00
1	P1.2	Project Standards & Procedures	11/18/2013	\$ 19,512 00
1	O1.2	Project Team Kickoff	11/25/2013	\$ 39,024 00
1	F2.1	Requirements Document	12/13/2013	\$ 52,032 00
1	F2.2	Fit/Gap Analysis Document	12/20/2013	\$ 39,024 00
1	F2.3	Gap Resolution Document	12/20/2013	\$ 6,504 00
1	P2.1	Project Scope Document	01/02/2014	\$ 45,528 00
1	P2.2	Project Plan Updated	01/02/2014	\$ 45,528 00
1	P3.1	Test Plan	2/28/2014	\$ 32,520 00
1	A3.1	Test Move 1 Completed	3/14/2014	\$ 97,560 00
1	F3.3	Functionality Unit Tested	3/28/2014	\$ 26,016 00
1	D3.7	Development Unit Tested	4/11/2014	\$ 26,016 00
1	O3.5	End User Training Curriculum Plan	4/25/2014	\$ 26,016 00
1	F4.1	Test Scripts	3/28/2014	\$ 26,016 00
1	A4.1	Test Move 2 Completed	4/25/2014	\$ 6,504 00
1	A4.2	Test Move 3 Completed	8/22/2014	\$ 6,504 00
1	P4.1	Deployment Plan	7/25/2014	\$ 32,520 00
1	P5.1	Execute Deployment Plan	8/29/2014	\$ 32,520 00
1	F4.4	Final Application Configuration Document	9/26/2014	\$ 3,252 00
1	D4.2	Final Interface Retrofit Specifications	9/26/2014	\$ 3,252 00
1	D4.3	Final Customization Retrofit Specifications	9/26/2014	\$ 3,252 00
1	S4.3	Final Workflow Specifications	9/26/2014	\$ 3,252 00
1	S4.4	Final Security Specifications	9/26/2014	\$ 3,252 00
1	D4.4	Final Report Retrofit Specifications	9/26/2014	\$ 3,252 00
1	F5.1	Production Support	9/26/2014	\$ 6,504 00
1	F5.2	Final Acceptance	9/26/2014	\$ 13,008 00
		Total Cost		\$ 650,400.00

11.2 Change Request Rates

In those instances where City of Glendale requests estimates for additional services not identified in this SOW, CherryRoad will use the following rate card to determine additional costs

Project Resource	Hourly Rate
Functional Consultant	\$180
Technical Lead	\$180
Developer	\$180
PeopleSoft Administrator/DBA	\$180
Upgrade Specialist	\$180

11.2.1 Change Request Protocol

Any change to the Scope of Services as defined in the Statement of Work that alters one or more of the following aspects of the Project - scope, schedule, deliverables, or cost- requires a formal Change Request

Change Requests can be initiated by either City of Glendale or CherryRoad. The Project Manager for City of Glendale and the Project Manager for CherryRoad will decide whether a formal Change Request is necessary. If a formal Change Request is necessary, the Project Manager for CherryRoad will prepare the Change Request detailing the impacts on scope, schedule, deliverables, resources, and cost. Once completed, the formal Change Request will be submitted to City of Glendale's Project Manager for review. City of Glendale will either approve or deny the Change Request in writing within 5 business days.

Any Change Request that increases the total cost of the contract is subject to approval by the Steering Committee. All Change Requests that are mutually agreed upon in writing will be considered an amendment to the Statement of Work and will be governed by the terms and conditions of the Contract between the parties.

11.3 Expense Guidelines

This is a fixed fee engagement and travel and living expenses will not be additionally billed to the City of Glendale. Travel and living expenses shall only be included in the change order hourly rates stated in section 11.2.

11.4 Written Deliverable Acceptance Process

Deliverables drafts shall be provided, when applicable and possible, of each deliverable prior to formal submittal. City of Glendale shall review and provide written approval or comments, as appropriate. In general, comments, issues, or sign-off shall be provided within five (5) business days after receipt of draft. If necessary and so instructed to do, each deliverable will be revised as appropriate and another draft of the final version submitted within three (3) business days. City of Glendale shall respond to resubmitted deliverables within three (3) business days. The City may inform Cherry Road within one business day if the City will require additional time and shall estimate the additional time required.

In the event that City of Glendale fails to respond to a deliverable as required in the preceding paragraph, notice shall be given of such event to City of Glendale's Project Manager or designee, and to the Project Sponsors. In the event that no response is received within three (3) business days thereof, the deliverable shall be deemed to be approved.

Each deliverable contains a section for sign-off by both CherryRoad and the City. This sign-off is used to indicate the City of Glendale's approval, disapproval, or other comment which may accompany each deliverable submission.

11.5 System Acceptance Process

11.5.1 Conditional Acceptance

Conditional acceptance is granted by the City when, as evidenced by the successful completion of User Acceptance Testing in a non-production environment, the Functional Requirements in the Initiative Scope Document and the Specifications in the Configuration and Design Specifications are met. Conditional acceptance may be granted notwithstanding the existence of open issues if (a) the City Functional Lead and City Project Manager determine that none of the open issues significantly impairs the City's ability to use the system as defined in the Initiative Scope Document and Configuration and Design Specifications Documents and (b) a mutually agreeable issues work plan is identified to resolve the open issues.

The City and CherryRoad will then incorporate the issues work plan, into the detailed project plan. A course of action to resolve the open issues may include, but is not limited to, completing the fixes during post-production, utilizing a combination of resources from the City and CherryRoad to complete the fixes, and/or a mutually agreed-upon deferral of issue(s) or functionality to a later date.

User Acceptance Tests will be completed by the City in accordance with the detailed project plan. The City and CherryRoad will work in good faith and partnership to come to agreement and completion of the issues work plan. If the City and CherryRoad are unable to reach an agreement on the issues work plan, the Dispute Resolution Process defined in the Contract will be utilized.

Upon Conditional Acceptance by the City, the upgrade project can be moved to the production environment.

11.5.2 Final Acceptance

Once Conditional Acceptance of the project Initiative has occurred and the Upgrade project has been moved into the production environment, the City shall begin using the PeopleSoft ERP applications for productive use. Final Acceptance is granted by the City when (a) CherryRoad has resolved assigned issues as defined by the Conditional Acceptance Issue Work Plan and (b) the Functional Requirements in the Initiative Scope Document and the Specifications in the Design Document are met, as evidenced by the successful use of the PeopleSoft ERP applications System through the completion of 20 business days. Open issues are allowed if (a) the City Program Manager and Project Sponsor determine that none of the open issues significantly impairs the City's ability to use the system as defined in the Initiative Scope Document, Requirements and Configuration and Design Specifications and (b) a mutually agreeable issues work plan is identified to resolve the open issues.

The City and CherryRoad will work in good faith and partnership to come to agreement and completion of the issues work plan. The course of action from the issues work plan may include but is not limited to, completing the fix during the post-production period, utilizing a combination of resources from the City and CherryRoad to complete the fix, and/or mutually agreeing to defer the issue or functionality to a later date. If the City and CherryRoad are unable to reach an agreement on the issues work plan the Issue Escalation Process will be utilized.

Final Acceptance of the Upgraded System will take place upon successful completion of the 20 business day post implementation support period and determination by City of Glendale that the Upgraded System is fully operational in a production environment that can be accessed by all users, that converted data has been verified during the production cutover process, and all Priority Level 1 (P1) and Priority Level 2 (P2) errors as described below have been resolved. If, during the four weeks Performance and Reliability period, the system is deemed non-operational due to P1 or P2 errors, the City may choose to stop use or use whatever operational Portion that may be available. Final Acceptance of the System will not be unreasonably withheld for Priority Level 3 (P3) and Priority Level 4 (P4) errors noted below.

Error Level 1 (P1)

Critical system errors which are defined as, Loss of Data, Corruption of Data, or Loss of Productive Use of the System

Examples of Level One Defects

- System is Down
- Application, module or interface is down or non-operational
- Loss of data after data has been entered
- A component of the system is non-functional
- Productive use is prohibited - a significant functional problem with the system i.e., users are unable to process a payment
- System locks up intermittently

Error Level 2 (P2)

Non-critical errors where the primary purpose of the system is compromised, productive use significantly impacted, or a procedural workaround is not available

Examples of Level Two Defects

- Cannot produce a critical report with correct calculations
- System performance is deemed unacceptable

Error Level 3 (P3)

Non-critical errors resulting in incomplete operation of system but where a procedural workaround is readily available and productive use of the system is not significantly impacted. In the event this type of error occurs, the City will immediately notify Cherry Road. Cherry Road shall make every effort to resolve the problem during the four weeks Performance and Reliability period, but if necessary, the City will take responsibility for resolving the issue after four weeks Performance and Reliability period is completed.

Examples of Level Three Defects

- A single workstation cannot run a report or query but other users can
- A single workstation locks up intermittently

Error Level 4 (P4)

Cosmetic errors which are defined as configuration issues, data integrity issues, documentation errors, or enhancements that can be made in the future. In the event this type of error occurs, the City will immediately notify Cherry Road. Cherry Road shall make every effort to resolve the problem during the four weeks Performance and Reliability period, but if necessary, the City will take responsibility for resolving the issue after four weeks Performance and Reliability period is completed.

Examples of Level Four Defects

- A hot key does not work (alt shift 4) but command line or drop down menu for same command does work
- A spelling error in documentation
- Documentation doesn't match the functionality but the system works correctly
- Print button doesn't work but you can still print from a menu

The City shall notify CherryRoad in writing of its Final Acceptance of the work performed and delivered in accordance with this Statement of Work

11.6 Project Assumptions

The following assumptions associated within this SOW are fundamental to the approach CherryRoad has proposed, the level of effort estimated, and the costs included in the SOW. They are necessary to ensure that the Project will be delivered on time and within budget.

If the City of Glendale or CherryRoad is materially unable to meet any of the following assumptions, an escalation process will be initiated to determine the impact associated with not meeting the assumptions. The City of Glendale and CherryRoad will negotiate, in good faith, resolution of the problem. If the parties agree on a resolution that involves changes in scope, schedule, deliverables, resources, or cost, the parties will follow the Change Request process outlined in Section 11.2.1.

The Project assumptions are as follows:

1. After completion of the project schedule, the parties will agree on a date for which, all development work in PeopleSoft production will be frozen unless absolutely necessary. However, development on an agreed schedule that extends past this date shall be allowed to continue. The City of Glendale Project Manager and CherryRoad Project Manager will mutually agree on what development work is undertaken once the Project begins.
2. PeopleSoft upgrades require multiple disk backups of the database. If The City of Glendale does not have the appropriate RDBMS toolset to enable fast (less than 90 minutes) database backups to disk, CherryRoad will provide recommendations for procuring the necessary equipment to enable these quicker backups. Should The City of Glendale choose not to take advantage of these recommendations, the go-live deployment window may be lengthened to complete the upgrade.
3. Any changes to the resource allocation noted in Section 1.4 will be escalated through both CherryRoad and The City of Glendale executive management and agreed upon by all parties.
4. The City of Glendale is responsible for providing functional support by the City of Glendale Project Team members through the execution of all interim test move passes and the upgrade weekend, provided the effort is part of the agreed upon schedule.
5. The City of Glendale will provide CherryRoad with office space for work on-site, with access to telephones, printers, copiers, internet, and required networked workstations. The workstations need to have all of the appropriate software, including Microsoft Office applications (Word, Excel, and PowerPoint). Additionally, the workstations need access to PeopleSoft, the City of Glendale's email system, and enough RAM and hard drive space to accommodate PeopleSoft.
6. The City of Glendale will provide full access to facilities necessary for the Project. This includes full access to buildings and systems during and after normal business hours, on weekends, and on holidays.
7. Additional hardware and third party software license costs are not included in CherryRoad's Upgrade Costs. CherryRoad is not responsible for the acquisition or installation of hardware or third party software requested by the City.
8. The resources and timelines provided in this SOW are based on the information contained in the SOW. Any changes in the scope, resources, or responsibilities as outlined in the SOW may have a direct impact, increase or decrease, upon the Upgrade.

Costs and will be subject to the CherryRoad/ City of Glendale mutually agreed upon Change Request Process.

- 9 The CherryRoad Project Manager will be responsible for approving vacation requests and the related schedule changes involving consultants and will consult with the City of Glendale Project Manager before making such approvals. The City of Glendale Project Manager will maintain a schedule of all City of Glendale project team member vacations. These will be reflected in the project schedule and will be communicated to the Cherry Road Project Manager. If there are issues with resource availability that will impact the project, it will be escalated through City of Glendale and Cherry Road executive management.
- 10 The City of Glendale will allow some work to be done remotely – this would include some of the DBA tasks as well as functional tasks that do not require interaction with City Resources. This will mostly occur during the time frame when City resources aren't available. CherryRoad estimates approximately 60% of the project work will be conducted remotely. Remote work will not impact knowledge transfer.
- 11 The City of Glendale infrastructure related to the Project will not be moved prior to completion of the Project.
- 12 The City of Glendale may test Disaster Recovery protocols but such testing will not interfere with Project progress.
- 13 CherryRoad will observe a four (4) day work week for the duration of the project. Should a 5 day week become necessary during the project, The City of Glendale and CherryRoad will need to agree to schedule change.
- 14 The City of Glendale will appoint a Steering Committee that will meet as needed, but not less than monthly, to review project progress and discuss/resolve issues related to the project.
- 15 The City of Glendale will provide functional experts from each business area to assist with the design and testing of the system.
- 16 Issues will be identified and resolved in a timely manner so that they will not affect project milestones and timeframes. A formal issue resolution procedure will be instituted at the onset of the project.
- 17 The City of Glendale will supply project team resources with the space and hardware necessary to upgrade PeopleSoft.
- 18 A formal change management process will be determined early in the project and agreed to by the CherryRoad and City of Glendale management teams. A change in scope or approach may cause CherryRoad to request a change order to modify the time and resources required to meet the request. This may result in a change to the agreed upon price. Changes in scope and price will only be made if mutually agreed upon by the City of Glendale and CherryRoad.
- 19 Specific activities will require the input, review, or participation of City of Glendale staff. The relevance of CherryRoad's deliverables is dependent upon the City of Glendale' interaction and input. The City of Glendale will make time available and provide CherryRoad consultants with access to key users and technical personnel within its organization for this purpose.
- 20 CherryRoad assumes that developers will be granted access to the required records/data in the legacy systems in order to create interfaces and integration points, and to convert data.

- 21 CherryRoad assumes that the City of Glendale core team members and project subject matter experts will attend the recommended PeopleSoft project team training courses
- 22 CherryRoad will have timely access to necessary City of Glendale staff that possesses specific knowledge of the legacy systems to understand conversion and interface requirements
- 23 All documentation and materials will be developed in English. Only electronic copies will be delivered to the City of Glendale. Any reproduction or printed hard copies are the responsibility of the City of Glendale.
- 24 The City of Glendale will install, configure, and maintain all hardware, network, and operating system components.
- 25 The City of Glendale will install, configure, and maintain database server components. Consultants will work with DBE team to create and configure required databases and configurations (security, linked servers, etc.)
- 26 A train-the-trainer approach will be used during the upgrade. CherryRoad will be responsible for training the City of Glendale's appointed trainers. The City of Glendale appointed trainers will train end users.
- 27 Members of the City of Glendale's training team will attend appropriate project team meetings to remain abreast of the system status, changes, and issues. This will help ensure that project scope changes, unexpected costs, delays, and schedule changes are avoided.
- 28 The City of Glendale will provide classrooms for training and will take responsibility for ensuring that networked computers in the classrooms function properly. The City of Glendale will also provide computer projection devices in each room and access to the training system.
- 29 CherryRoad is not responsible for costs associated with PeopleSoft certification of the databases.
- 30 CherryRoad will gather requirements on the current City's processes, configurations, interfaces, customizations, security, and reports as part of this project. It is not CherryRoad's responsibility to detail the current setup, however CherryRoad and the City will update the Implementation Tracker Tool with their assigned modified or newly-added interfaces, customizations, workflow, security, and workflow items that are a result of this project.

12.0 Optional Services

12.1 Timeline Extension

As an optional service, the City of Glendale can elect to start the HCM Upgrade project in October 2013, however due to resource constraints from City resources, a targeted go-live cannot occur until July 2014 – extending the project timeline from 6 to 9 months. This optional election results in an increase of costs from the CherryRoad Best and Final Offer, in order to extend their resources over the new project timeline.

Exhibit B

DISPUTE RESOLUTION

1. Disputes.

- 1 1 Commitment The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner
- 1 2 Application The provisions of this Exhibit will be used by the parties to resolve all controversies claims, or disputes (“Dispute”) arising out of or related to this Agreement- including Disputes regarding any alleged breaches of this Agreement
- 1 3 Initiation. A party may initiate a Dispute by delivery of written notice of Dispute, including the specifics of the Dispute, to the representative of other party as required in Section 15 of this Agreement
- 1 4 Informal Resolution When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute
- a The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effective as possible,
 - b The parties’ senior managers will meet or have a telephone conference within (10) business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute

2. Arbitration.

- 2 1 Rules If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA rules, it will not be administered by the AAA, but will be heard independently
- a The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator
 - b The arbitrator selected must be an attorney with at least 15 years’ experience with commercial construction legal matters in Maricopa County, Arizona, be

independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years

- 2 2 Discovery The extent and the time set for discovery will be determined by the arbitrator. Each Party must, however within 10 days of selection of an arbitrator deliver to the other Party copies of all non-privileged documents in the delivering party's possession that are relevant to the dispute
- 2 3 Hearing The arbitration hearing will be held 90 days after the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs
- 2 4 Award At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator has no authority to consider or award punitive damages
- 2 5 Final Decision The Arbitrator's decision should be rendered within 15 days after arbitration hearing is concluded. This decision will be final and binding on the Parties
- 2 6 Costs The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs
- 3. Services to Continue Pending Dispute** Unless otherwise agreed to in writing or unless the dispute arises from the City's failure to pay an undisputed invoice, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement
- 4. Exceptions.**
- 4 1 Third Party Claims City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4 2 Liens City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A R S § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit
- 4 3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any agency of City acting in its governmental permitting or other regulatory capacity