



Statement of Work- Short Form

FCS V4.X SINGLE SYSTEM INSTALLATION (1 ENVIRONMENT), ITRON MOBILE, AND REMOTE TRAINING SERVICES (FROM MV-RS)

City of Columbus, Ohio

Author: Alexa Shang

Date: June 18, 2021

Version: 1.1

A. Change Record

Date	Author	Version	Change Reference
03/19/2021	Alexa Shang	1.0	Date Created
06/18/2021	Alexa Shang	1.1	Updated BMR

B. Introduction

This Statement of Work ("**SOW**") document defines the activities ("**Services**") to be performed by Itron, Inc. ("**Itron**") for City of Columbus, Ohio ("Customer") for FCS v4.x Single System Installation (1 Environment), Itron Mobile, and Remote Training Services (from MV-RS) ("**Project**"), and entered into as of the date last signed below ("**Effective Date**"). The Services shall be governed by the terms and conditions contained in Attachment A to this SOW.

This SOW form shall be used only where total Services are \$50,000 or less. If the Services exceed this amount, Itron may require additional and/or different agreements to be signed.

C. Project Scope

By signing this SOW, Customer engages Itron to provide the following Services and Deliverables related to the Project:

Services Provided	Description/Comments	Deliverables
Remote Technical System Services	<ol style="list-style-type: none"> 1. Itron will conduct a remote Kickoff meeting for project planning to include: <ol style="list-style-type: none"> a. Project Team introductions b. Discuss Section C.1, Project Timeline and establish dates based on current calendar availability through Project Transition c. Discuss system requirements for Customer setup prior to installation services for one environment (PRODUCTION) per server. d. Discuss and confirm system requirements and architecture e. Itron Mobile requirements f. Confirm data collector devices and quantity g. Discuss parameter options h. Next steps and action items 	<ul style="list-style-type: none"> • Project Summary Report

Services Provided	Description/Comments	Deliverables
Remote FCS Technical System Services	<ol style="list-style-type: none"> 1. Itron will provide remote assistance for FCS single system installation in Pre-Prod environment per FCS system requirements in FCS Installation Guide. 2. Itron will provide remote assistance for FCS configuration of parameters and code settings 3. Customer will assign and/or identify resources to perform preliminary "Life of a Route" FCS testing with Itron assistance, then hand off the system to the identified testers to complete internal Customer testing. 4. Itron will provide remote support for questions during the Test Phase. 	<ul style="list-style-type: none"> • FCS v4.x Installation Guide & Release Notes • One (1) single FCS v4.x system installed, configured, and tested
Remote IMA System Services	<ol style="list-style-type: none"> 1. Itron Mobile Cloud Services completed by Itron Managed Services, including creation of Itron Mobile Tenant Account and credentials received by the end customer. 2. Itron will provide remote services (via Microsoft Teams or platform that the Customer uses) and will setup and train the resources identified by the Customer on Itron Mobile setup process to include: <ul style="list-style-type: none"> • FCS settings to Link FCS to Itron Cloud • Configure data collectors and users and loading/configuring Itron Mobile onto devices • Assist as resources identified by the Customer perform same steps on subsequent devices, as training exercise. 	PDF Format Reference Guides: <ul style="list-style-type: none"> • Itron Mobile v2.8 Release Notes (or current version) • Itron Mobile App Quick Reference Guide • Itron Mobile App User Guide Services delivered: <ul style="list-style-type: none"> • Setup of Itron Mobile users and devices completed • Itron Mobile loaded onto smart devices • Itron Mobile devices configured and tested
Remote FCS and IMA Training Services	<ol style="list-style-type: none"> 1. Itron will provide FCS and IMA training services, topics to include: <ol style="list-style-type: none"> a. FCS v4.x "Life of a Route" Basic Operations Center b. Loading/unloading data into collection devices c. Meter reading with handhelds and smart devices d. Loading/unloading reads from collection devices into FCS via Itron Mobile Cloud e. Creation of final export file for CIS/Billing system. 	<ul style="list-style-type: none"> • FCS Desktop daily operations training completed • Itron Mobile Training completed

Services Provided	Description/Comments	Deliverables
	f. FCS System Administration, Configuration/Parameter options (during installation process)	
Remote Go-Live	1. If desired, remote support can be scheduled with Itron for Go-Live/Cutover to production for questions or issues.	<ul style="list-style-type: none"> FCS system Cutover to Production/Go Live completed
Project Management	1. Administer the project from the start date to include documentation, scheduling and follow-through to project end and invoicing.	<ul style="list-style-type: none"> Final Invoice Project Tracking

C.1. Project Schedule

The Project schedule is dependent on resource availability and any other readiness requirements after the signed SOW is received by Itron and fully executed. The entire Project schedule start, and end dates will be defined for all hours during the Project Kick-Off meeting as well as roles and responsibilities of the new Project Team. The Project Team requires at least 3-week advanced notice of a schedule change. If an on-site trip is re-scheduled with short notice, change fees and higher cost of travel expenses might apply. Customer and Itron will determine any additional charges if the Project Team was impacted due to short notice cancellation or change and might require the Change Order Process.

Work is anticipated during standard business hours, 8AM to 5PM Monday – Friday, Eastern Time. No weekend or U.S. holiday hours are anticipated. Any U.S. holiday or Weekend hours needed may or may not be available to Customer depending on resource availability. If Customer and Itron agree to schedule Weekend or U.S. holiday hours, Customer will be billed at \$375/hour for weekend services and \$450/hour for Holiday services and will require a Change Order. Itron must be notified of U.S. holiday and Weekend scheduling at least 60 days in advance. Any additional work during standard business hours will utilize the Itron standard rate of \$225/hour USD for System Services and Training.

Item	Service	Estimated Hours
1	Remote kickoff/project planning	3
2	FCS single system installation/configuration in one environment (Prod), and Itron Mobile	20
3	Remote FCS and IMA Training Services	12
4	Remote Support during Test Phase, Go-Live Support, and Formal Transition to Support	15
Total Hours		50

C.2. Assumptions

This section provides the key assumptions for the Project.

- Customer will furnish all facilities and related services at Customer's site that are required by Itron personnel engaged to perform the Services under this SOW (if applicable).
- Customer will appoint a technically qualified Project Manager or Lead who will be the key point of contact for Itron related to the Services provided under this SOW.

3. Customer will identify experienced resources as outlined in this document by the end of the Planning phase for the duration of the Project.
4. Customer will identify all outside consultants and partners who will participate in the Project, along with their roles and involvement, including contact information.
5. Customer is responsible for procuring servers in accordance with Itron recommendations and specifications as defined in the FCS Installation Guide for one (1) environment (Production).
6. Itron is providing hosting services for Itron Mobile Tenant as part of this scope.
7. Customer will be responsible for coordinating with IT technical and communications staff, as required, to performed services provided in this contract.
8. Customer will allow Itron resource access to the FCS Application, FCS Communication and FCS Database servers during installation and configuration tasks (if needed).
9. Customer to provide ADMINISTRATOR access levels to computers and hardware required to carry out installation/configuration tasks listed in the FCS Installation Guide.
10. Customer to work with Itron to successfully review the system and ensure readiness for testing and training. Training will be provided remotely, using customer data where possible.
11. This is a “baseline” implementation Project. No customization of the Itron software (except as defined in assumptions below) is included in the scope of work. If, during business process discussions, the need for a product enhancement and customization are identified, this will be considered out of scope, and will either require a new Statement of Work or Change Order to be approved prior to implementation of any change.
12. Itron will provide a stand-alone copy of Crystal Reports Advanced Developer tool to be installed by the Customer (recommended on a machine separate from the FCS Application Server). The Customer is responsible for (or outsourcing) Crystal report modifications. All services related to custom Crystal report specifications, modifications and testing and will be managed by the Customer independent of this Project. Itron will be responsible for providing overview of FCS documentation (Database Schema and FCS Installation Guides) and Online Help as references of Database table/field information and report cross-reference with P4/MV-RS reports and FCS report specifications.
13. Customer will be responsible for the creation and execution of test cases specific to their needs.
14. Software, Release Notes, and system requirements can be obtained via Itron Access. If coming from competitive takeaway/P4/MVRS, FCS software can be ordered and delivered from the software library.
15. The development of Standard Operating Procedures (SOP) are not included as part of this SOW.
16. Customer will be responsible for developing and implementing any Disaster Recovery (DR) plan.
17. Itron and Customer are responsible for timely assessment of issues, i.e., configuration-related, product defect or product enhancement, with Severity Level. All Severity 1's must be addressed before acceptance of system readiness for Production.
18. Delivery schedule for these services is based on mutually agreeable times between Itron and Customer and cannot be confirmed until this SOW is executed between both parties.

19. Any additional change requests to the original specifications in this SOW after execution, including additional testing requirements that would affect the total service hours must follow the Change Control process.
20. Project completion is defined as completion of scoped services and Deliverables delivered, as defined in Section C. Project. Project will be closed and invoiced upon Project Completion. Product issues not affecting defined Deliverables will be transitioned to Itron Support to manage and support and the Project will be closed two weeks from Project Transition to Support.
21. Customer will contact the appropriate Services and Support Provider (Itron) for further questions after the Project has been closed.

D. Service Fees & Related Details

Total Service fees for the Project are calculated to be \$11,250.00 (USD) on a fixed fee basis per Itron BMR#21150-21 Ver2 June.

These fees are based upon Itron's recommended engagement approach, staffing levels, scope of the Project and Project Schedules as outlined in this SOW. Modifications to any of these factors will result in changes to the estimated fees. Any changes that affect Itron's engagement approach, staffing levels, scope of the Project and Project Schedules will follow the [Change Control Process](#) described in this SOW.

Itron will invoice Customer at the end of the Project for Services performed and for costs incurred. If at any point, there is reason to believe that this amount will be exceeded; Itron will immediately notify Customer as to the changes in the estimate and issue a Change Order, which will be approved by Customer. Customer shall pay all taxes, if any, due for Services provided by Itron to Customer under this SOW.

E. Change Control Process

An Itron Change Order Form ("**Change Order**") will be used for communicating changes to this SOW. The Change Order must describe the change requested, the rationale for the change, the estimated price, and the effect the change will have on the overall Project. All Change Orders must be approved and signed by Customer and Itron.

F. Contact and Billing Information

Requested	Customer Data
Contact Name	Todd Pulsifer – Utility Service Coordinator
Contact Phone # (s)	614-645-7825
Contact Email Address	TFPulsifer@columbus.gov
Billing Address	City of Columbus Fiscal, 910 Dublin Rd, Columbus OH 43215
Special Billing Requirements?	
Purchase Order #	

G. Statement of Work Agreement Approval

Customer and Itron agree to the terms of this SOW and by signing below, Customer authorizes Itron to perform the Services detailed herein.

Customer	Itron, Inc.
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

Statement of Work Identifier: FCS v4.x Single System Installation (1 Environment), Itron Mobile, and Remote Training Services (from MV-RS)
 City of Columbus, Ohio
 SOW Author: Alexa Shang
 Date Created: 03/19/2021
 Date Modified:06/18/2021
 Version: 1.1

Please e-mail or fax a PDF file of the signed SOW to the contact below. E-mailing or faxing only the signature page is not acceptable. A fully executed copy will be returned to you electronically in PDF format by e-mail. If an original signed paper agreement is required, please mail the signed SOW to the address below. If mail is used, overnight service is recommended. Please provide a tracking number to Alexa Shang at FCS.Services@itron.com. A fully executed copy will be returned to you electronically in PDF format by e-mail and the original signed paper copy will be returned by mail.

(Hard Copy)
 Itron, Inc.
 2111 N. Molter Rd.
 Liberty Lake, WA 99019
 Attn: Legal-Contracts/Micah Theckston
 (Emailed/Soft Copy) Attn: Alexa Shang
 Fax: (855) 835-4724 or pdf and email to FCS.Services@itron.com

ATTACHMENT A
Additional Terms

This section provides key terms governing the performance of the Services and the allocation of liability, without which the fees charged for the Services would be higher.

- Customer will furnish all facilities and assistance at Customer's site as requested by Itron personnel performing the Services.
- The parties acknowledge that each party may acquire non-public information and material that is confidential, proprietary or trade secret information ("Confidential Information") of the other party. Any such Confidential Information shall be (1) items conspicuously marked or otherwise identified as "confidential" or "proprietary" at the time of disclosure, or if not marked, information that should, by its nature, be considered confidential, and (2) items set forth in this SOW.
- Except for information that has been published or is otherwise available to the receiving party without breach of this SOW, each party agrees to take all steps reasonably necessary to hold in trust and confidence the other party's Confidential Information and not to disclose it to third parties or to use it in any way, commercially or otherwise, other than as permitted under this SOW. Each party will limit the disclosure of Confidential Information to employees or subcontractors with a need to know who: (i) have been advised of the confidential nature of the Confidential Information; and (ii) have acknowledged the express obligation to maintain such confidentiality.
- Fees for Services will be billed in U.S. Dollars on a fixed fee or time and material basis at the rates identified herein. Fees will be invoiced within thirty (30) days after the Services. Payment terms are net 30 from date of invoice. Customer will reimburse Itron for all reasonable and documented travel, lodging and related expenses incurred by Itron personnel in performing Services. The terms and conditions of this SOW shall supersede the terms of any purchase order issued by the Customer.
- Itron is a developer of computer software and as such, may use its proprietary software, documentation and other software licensed to Itron in the performance of the Services. All software, software enhancements, updates, bug fixes and other modifications to the software and documentation and other related work product resulting from this Agreement are and shall remain the property of Itron or its licensors. Customer may be entitled to use the software and documentation only in accordance with a separate software license agreement.
- Itron warrants that all Services provided under this SOW will be performed in a professional and workmanlike manner in accordance with industry standards. For Services that do not meet this warranty, Itron will re-perform the Services at its cost, provided that Customer notifies Itron in writing of such deficient Services within sixty (60) days of the date that the Services were initially performed. The foregoing states Customer's exclusive remedy and Itron's sole liability for breach of this Services warranty. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SERVICES AND DELIVERABLES.
- NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS SOW, EVEN IF THE PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL ITRON'S LIABILITY TO CUSTOMER EXCEED FIFTY PERCENT (50%) OF THE AMOUNTS PAID BY CUSTOMER TO ITRON IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF ANY CLAIM.
- Itron will not be responsible for any failure to perform the Services due to unforeseen circumstances beyond its reasonable control.
- This SOW, including any Attachments, sets out the entire agreement between the parties relative to its subject matter and supersedes all prior or contemporaneous agreements or representations, oral or written. Execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as execution of an original.
- This SOW, including any Attachments, and its performance hereunder shall be governed by and construed in accordance with the laws of State of Washington without reference to Washington conflicts of law principles. The U.N. Convention on Contracts for the International Sale of Goods and any jurisdiction's implementation thereof shall not apply to this SOW.