

July 3, 2019

Joe VonVille
City of Columbus
1111 E. Broad Street
Columbus, OH 43205

Dear Mr. VonVille:

This letter sets forth the intent of *City of Columbus* ("Client") and CGI Technologies and Solutions Inc. ("CGI") to enter into an agreement for CGI to provide assessment workshops to be done onsite over the course of two (2) consecutive weeks. The purpose of this workshop is to review and document "as is" business processes, identify areas of improvement with the usage of PragmaCAD v5.4 and provide inputs to the City of Columbus' future upgrade project.

The parties agree that negotiations toward finalization of an agreement as described above will proceed in the near future. Accordingly, this letter sets forth certain key points that have been agreed to in connection with this project.

1. **Nature of Letter:** Except for Paragraphs 2 - 7 below, the parties agree that this letter reflects only a statement of intent to conduct further negotiations and does not constitute a binding agreement for performance of the services contemplated by the parties. A binding agreement shall arise only when all material terms and conditions have been agreed upon in a definitive written document executed by both parties.
2. **Term:** This letter will be effective as of the date first written above and will continue in effect until superseded by the written final agreement of the parties or until terminated by either of the parties in writing.
3. **Commencement of Work:** Upon execution of this letter, CGI will begin to provide the following services:
 - Review and document AS-IS (CAD) business processes and CIS Interface implementation
 - Explore TO-BE business processes and identify areas of improvement with the usage of PragmaCAD v5.4
 - Document findings and recommendations

Project Approach and Activities

- CGI's Subject Matter Expert (SME) and Technical Lead/Analyst will conduct a six-(6) day on-site business process workshop with the representatives from all relevant City of Columbus business units. The objectives of the workshop are:
 - Review and document "as is" business processes
 - Identify areas of improvement with the usage of PragmaCAD v5.4
 - Suggest improvements on (TO BE) business processes related to the project scope.

- City of Columbus will lead the discussion of the current (AS IS) business processes. The workshop will include a day where CGI will accompany the metering group, spend time with dispatch and go out into the field with the technician to perform a real-world assessment. In our experience, for this workshop to be effective, the number of participants should be reasonably limited to 6-8 people.
- After the workshop, CGI's Subject Matter Expert (SME) and Technical Lead/Analyst will work on documenting the recommendations and the business processes. After the completion of this task, they will conduct a three (3) day remote document validation session where they will present the recommendations to the City of Columbus team. The City of Columbus is expected to approve the documentation at the end of the session.

Deliverables

- A document describing the current (AS IS) and the future (TO BE) high-level business processes of the City of Columbus.
- A document with the recommendations and the areas of improvements (if any) regarding the usage of PragmaCAD v5.4 and CIS interface implementation.
- Recommended hardware and software requirements document for PragmaCAD v6.8.

Milestones

- CGI's recommendations/findings and high-level business processes documentation will be delivered no later than three (3) weeks following the completion of the workshop. The effort is included in this quote.

High-level Project Plan

- "AS IS, TO BE" Workshop) – SME + TL (6 days on site) – date t.b.c.
- Documentation (2 weeks) – SME + TL (remote) – date t.b.c.
- Final review and approval of documentation (5 business days for City to review and 3 days response from CGI) – SME + TL (remote) – date t.b.c.

Project Assumptions

- The anticipated start date is the second quarter of 2019;
- There will be one six (6) day workshop onsite spread over two-week period;
- CGI's technical resources (Subject Matter Expert (SME) and Technical Lead (TL)) will be onsite to perform the assessment.
- The City of Columbus will deliver the Business Process Flows for the workshop, if possible or will make sure that the relevant process experts from the city are present during the workshops;
- Any product development resulting out of the workshop will be managed through the Change Management Process;
- The City of Columbus will work with CGI to complete the assessment;
- All interfaces, external applications, custom code and custom reports will be reviewed during the workshops and recommendations will be proposed by CGI representatives;
- CGI will revisit the existing PragmaCAD functions and will provide recommendations for improvements, as required, to improve PragmaCAD v5.4 usage or to be addressed as part of the upgrade project;

- The configuration of the CIS interface will be reviewed and corrective actions may be identified to provide better utilization of the functions provided by PragmaCAD v5.4;

4. **Contract Finalization Date:** The parties agree that each will use reasonable efforts to reach a definitive agreement no later than *[October 31 2019]* unless the parties have mutually extended that date in writing.
5. **Exchange and Protection of Information:** If any proprietary or confidential information is disclosed by either party in the course of negotiations, the protection of such information will be governed by the nondisclosure agreement separately signed by both parties dated *[insert date of NDA]*.
6. **Payment:** Client agrees to compensate CGI for services provided for Client while negotiating a final agreement at the following hourly rate(s). Total fees will not exceed \$US65,000 without the prior written consent of Client. Actual, reasonable and documented out-of-pocket expenses will be reimbursed at cost.

CGI's pricing includes the activities listed above in addition to overall Project Management activities, an assigned Technical Lead and Subject Matter Expert, and all documentation required to execute the project. Travel expenses incurred by CGI are included in the overall price. Payment milestones are the following: 50% after the workshop, and 50% at approval of documentation

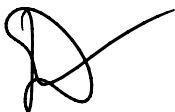
- All prices are in US dollars and exclude all taxes.
- Pricing, including any discounts provided by CGI is based on the combination of products, services and quantities detailed in this offering. Items selected as individual components or to form different combinations or in the event that quantities change, will require a new quote and may not qualify for the same discounts (if any are applicable).
- Any project delay or scope changes caused by situations not under the direct control of CGI may result in pricing increase
- Services as described above are provided on a fixed-price basis.
- Payment terms are net thirty (30) days from receipt of invoice.
- This SOW is valid for a period of 120 (one hundred and twenty) days.
- Additional services not included in the project and approved by change requests utilize the following daily rates based on an eight hour (8) day and a five-day (5) week for on-site and off-site activities. Change requests for services are billable at the end of the month.
 - Functional Lead (SME) : \$1,750 US/day
 - Project Manager : \$1,600 US/day
 - DBA/Technical Lead/Trainer/Analyst : \$1,350 US/day
 - Programmer : \$1,100 US/day
 - QA/QC personnel: \$1,100 US/day
 - Documentation: \$1,100 US/day

7. **Limitation of Liability:** Neither party will be liable to the other for any claim for damages resulting from the interim services provided or negotiations envisioned by this letter. In no event shall either party be liable to the other for any incidental, consequential, or special damages under this letter.

This letter supersedes all prior discussions and agreements by the parties and can only be amended in writing signed by both parties.

If Client is in agreement with this Letter of Intent, please sign both copies and return to me for execution by CGI. An executed copy will be returned to you.

Sincerely,



Debadutta Mohapatra, VP Consulting Services

Agreed:

_____ **(Client)**

By: _____

Name: _____

Title: _____